



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Garthwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

August 7, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS FOR CONSULTANT SERVICES FOR PUBLIC HEALTH  
PREPAREDNESS AND RESPONSE FOR BIOTERRORISM (All Districts) (3 Votes)**

CIO RECOMMENDATION: APPROVE ☒ APPROVE WITH MODIFICATIONS ☐ DISAPPROVE ☐

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. H-300184 with HLN Consulting, LLC, substantially similar to Exhibit I, to increase the maximum obligation to \$760,800, an increase of \$415,800, 100% offset by the Centers for Disease Control and Prevention's (CDC) award No. U90/CCU917012-03-1, effective upon Board approval through August 30, 2004, to provide additional services and continue support of the Bioterrorism response capability for Los Angeles County; and to revise the term of the agreement to include a provision for a 12-month automatic renewal through August 30, 2005, contingent upon CDC funding, subject to review and approval by County Counsel and Chief Information Office, and notification of Board offices.
2. Delegate authority to the Director of Health Services, or his designee, to execute amendments to the HLN Consulting, LLC, Agreement No. H-300184 up to 25% of the maximum obligation, subject to review and approval by County Counsel and Chief Information Office, and notification of Board offices.
3. Authorize and instruct the Director of Health Services, or his designee, to execute Amendment No. 4 to Agreement No. H-212907 with The SIMI Group, Inc., substantially similar to Exhibit II, that expands Los Angeles County's Health Alert System Training and Education Network

(HASTEN), to increase the maximum obligation to \$1,336,362, and increase of \$1,100,538, 100% offset by CDC award No. U90/CCU917012-03-1, and to extend the term of the agreement from September 1, 2003 through August 30, 2004, with a provision for a 12-month renewal through August 30, 2005, at the sole option of the County and contingent upon CDC funding, subject to review and approval by County Counsel and Chief Information Office, and notification of Board offices.

4. Delegate authority to the Director of Health Services, or his designee, to execute amendments to agreement No. H-212907 with The SIMI Group, Inc., for up to 25% of the maximum obligation, subject to review and approval by County Counsel, Chief Information Office, and notification of Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended action, the Board is:

- authorizing the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. H-300184 between County of Los Angeles and HLN Consulting, LLC, to increase the maximum obligation to \$760,800, an increase of \$415,800, 100% offset by CDC funds, effective upon Board approval through August 30, 2004; and to revise the term of the agreement to include a provision for a 12-month automatic renewal through August 30, 2005, contingent upon CDC funding, subject to review and approval by County Counsel and Chief Information Office, and notification of Board offices.
- delegating authority to the Director of Health Services, or his designee, to execute amendments to the HLN Consulting, LLC, Agreement No. H-300184 up to a maximum of 25% of the maximum obligation, subject to review and approval by County Counsel and Chief Information Office, and notification of Board offices.
- authorizing the Director of Health Services or his designee, to execute Amendment No. 4 to Agreement No. H-212907 between the County of Los Angeles and The SIMI Group, Inc., to increase the maximum obligation to \$1,336,362, an increase of \$1,100,538, 100% offset by CDC funds, and to extend the term of the agreement from August 30, 2003 to August 30, 2004, with a provision for a 12-month renewal at the sole option of the County and contingent upon CDC funding, subject to review and approval by County Counsel and Chief Information Office, and notification of Board offices.
- delegating authority to the Director of Health Services, or his designee, to execute amendments to agreement No. H-212907 with The SIMI Group, Inc., for up to 25% of the maximum obligation, subject to review and approval by County Counsel, Chief Information Office, and notification of Board offices.

Approval of the amendments with HLN Consulting, LLC and The SIMI Group, Inc. will allow the Department to enhance the Department of Health Services' (DHS or Department) ability to respond to acts of bioterrorism.

The funds for HLN will be utilized to design and develop a data management system prototype for Los Angeles County to support the receipt, staging, storage, and distribution of assets from local caches and the Strategic National Stockpile (SNS). The funds for SIMI will be utilized to expand the functionality

and features of the HASTEN alert system, to expand the capacity for distance learning and development of e-learning training modules for bioterrorism preparedness, as well as support electronic data exchange efforts with critical public health partners such as hospitals, laboratories, and emergency response agencies within and external to the jurisdiction.

Existing County policy and procedures require timely submission of contracts for Board approval. However, Amendment No. 4 to the agreement with The Simi Group, Inc. was not scheduled for placement on the Board's agenda prior to its effective date because negotiations were only recently completed.

#### FISCAL IMPACT/FINANCING:

Amendment No. 1 to Agreement No. H-300184 with HLN Consulting, LLC, will increase the maximum County obligation from \$345,000 to \$760,800, an increase of \$415,800 100% offset by CDC award No. U90/CCU917012-03-1, for the period of May 20, 2003 to August 30, 2004.

Amendment No. 4 to Agreement No. H-212907 with The SIMI Group, Inc., will increase the maximum County obligation from \$235,824 to \$1,336,362, an increase of \$1,100,538, 100% offset by CDC award No. U90/CCU917012-03-01, for the period of August 30, 2003 to August 30, 2004. The maximum obligation includes \$25,000 in-kind net County cost.

Funding for these amendments is included in the Fiscal Year 2003-04 Adopted Budget. There is no additional net County cost associated with this action.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

##### HLN Consulting, LLC

On May 20, 2003, the Board approved the initial sole source agreement with HLN Consulting, LLC, effective upon Board approval through August 30, 2004, to develop bioterrorism response capability for the LINK system in the amount of \$345,000, 100% offset by the above-referenced CDC's NCA.

Amendment No. 1 to Agreement No. H-300184 with the HLN Consulting, Inc. will develop a system design and prototype that will:

1. Manage and track the receipt, staging, storage, distribution, and use of all local and Strategic National Stockpile (SNS) inventory that might be received by L.A. County DHS during the course of a public health emergency.
2. Track the administration of vaccines, medicines, and other resource materials provided by SNS to patients during the course of a disaster.
3. Provide appropriate data linkages to existing or emerging operations systems, including Emergency Management Information System (EMIS) Future and related DHS applications (e.g. LINK).
4. Track financial expenditures related to the management of local cache and SNS assets during the course of a disaster to facilitate reimbursement from Federal and State sources.

##### The SIMI Group, Inc.

On August 21, 2001, the Board approved the initial sole source agreement with The SIMI Group, Inc., effective August 30, 2001 through August 30, 2002. Subsequent Amendment Nos. 1, 2, and 3,

increased the maximum obligation by \$40,000, \$50,000, and \$22,400 respectively, offset by \$25,000 County in-kind contribution and the remainder by CDC funds, revising the total maximum obligation from \$123,424 to \$235,824, in order to complete a full-scale communications exercise of the HASTEN system and to receive additional HASTEN system maintenance services.

Amendment No. 4 includes the following Board mandated paragraphs: Subcontracting, Notice to Employees Regarding the Federal Earned Income Credit, Contractor's Exclusion from Participation in a Federal Funded Program, Contractor Responsibility and Debarment, and Purchasing Recycled-Content Bond Paper.

Amendment No. 4 will allow the Department to expand the HASTEN system by developing the following activities:

- Core infrastructure and systems configuration in order to scale-up HASTEN system for wide deployment throughout jurisdiction including interim hosting services, creation of redundant, fail-over location and upgrades to critical software components (e.g. SharePoint Portal Server 2003, Exchange Server 2003, etc.).
- Broad enhancements to system features including the integration of 3rd party software for message/alert broadcasting and expanded capacity for distance learning.
- Integration of content management services to enhance delivery of web content across secure and non-secure mechanisms.
- Implementation of Public Health Gateway with single sign-on, role-based authorization services to provide single point of entry and access to critical public health emergency response applications. This activity includes assessment of current security standards, policies, procedures and implementation within the HASTEN environment and pilot of two-factor authentication.
- Expansion of HASTEN distance learning capacity through integration of 3rd party Learning Management System, development of e-learning modules, and enhanced support for webcasting and streaming technologies.
- Development of electronic interfaces (using E-gate or approved equivalent) with key public health partners including interfaces with California State DHS CELDAR project, commercial laboratories, and local hospitals.
- Integration or interface with California State DHS CAHAN system and HASTEN including cross-authentication mechanisms and exchange of critical alerts and portal content.
- Design of internal message broker and Event Processing Engine using SQL alerts.



- Support of Public Health Data Mart design activities according to CDC Public Health Information Network standards and integration with the Los Angeles County DHS Data Warehouse.
- Development of HASTEN Operational Disaster Recovery Plan and execution of disaster recovery test.

In early May 2003, the DHS Public Health Information Systems and County Chief Information Office approved the Bioterrorism Preparedness and Response Program's proposed development plan and strategic direction for information technology. As part of this plan, the Department has been developing contract amendments with Atlas Development Corporation using Board delegated authority, to execute the necessary development activities. In addition to requesting an extension to an existing work order for project management services and technical personnel, a Memorandum of Understanding is being finalized with the CAO Office of Emergency Management to co-develop a new version of the Los Angeles County Emergency Management Information System (EMIS) and provide data interface to the Los Angeles County Terrorism Early Warning Group (TEW).

Attachments A through C provide additional information.

County Counsel has approved Exhibits I and II as to form.

The Chief Information Officer concurs with the Department's recommendation.

#### CONTRACTING PROCESS:

HLN Consulting, LLC, was awarded an initial sole source agreement based on their development and support of the California Automated Immunization Registry (CAIR) software and local implementation, LINK. The SIMI Group, Inc. was selected as an initial sole source provider based on their experience and knowledge of the collaborative system between the California State Department of Health Services and DHS. Therefore, the Department did not advertise the services to be provided under the recommended agreements as a contracting opportunity on the Los Angeles County Website.

Sole source justification letters are on file with the Department.

Neither DHS nor Internal Services Department have the staff or resources to develop this emergency communication system, including design of a web-based platform for communication, collaboration, distance learning, and links with emergency services, utilizing automated alerts via telephone, e-mail, page, and fax. In addition, response to bioterrorism demands an increased level of security, including digital certificates and other new security technology, not currently available to protect users and prevent intrusion by hackers.

Considering the expertise of both HLN Consulting, LLC and The SIMI Group, Inc., the lack of in-house resources to implement the above-mentioned activities, the lengthy process of developing a

The Honorable Board of Supervisors  
August 7, 2003  
Page 6

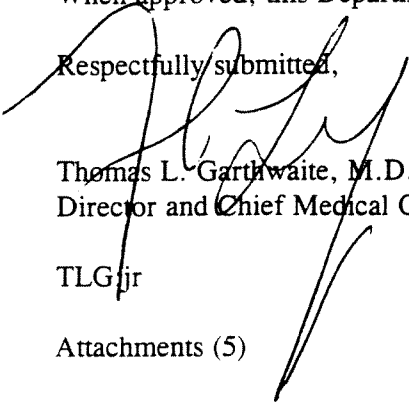
Request for Proposal, and the urgency to quickly implement these activities, it is recommended to continue the services provided by HLN Consulting, LLC and The SIMI Group, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these agreements will allow the continued utilization of funds as awarded by the CDC to enhance the Department's ability to respond to acts of bioterrorism.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

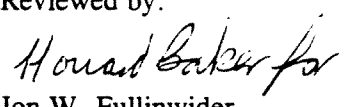
  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:jir

Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

Reviewed by:

  
Jon W. Fullinwider  
Chief Information Officer

**SUMMARY OF AGREEMENT**

(HLN Consulting, LLC)

1. **TYPE OF SERVICE:**

HLN is being contracted to design and develop a data management system prototype for Los Angeles County to support the receipt, staging, storage, and distribution of assets from local caches and the Strategic National Stockpile (SNS). In addition, HLN will evaluate other possible enhancements to the Los Angeles Immunization Network and key technologies to support mass vaccination/mass prophylaxis operations.

2. **TERM OF AGREEMENT:**

Effective upon Board approval through August 30, 2004, with provision for a twelve-month automatic renewal.

3. **AGENCY ADDRESS AND CONTRACT PERSON:**

HLN Consulting, LLC  
 7072 Santa Fe Canyon Place  
 San Diego, California 92129  
 Attention: Dr. Noam H. Arzt, President  
 Telephone: (858) 538-2229; Facsimile (858) 538-2209

4. **FINANCIAL INFORMATION:**

Maximum County Obligation	Initial Contract 05/20/03-08/30/04	Amendment No. 1 05/20/03-08/30/04
Total Program Costs:	\$345,000	\$760,800
Less: BT Supplemental Funds FY 02-03	-\$345,000	-\$345,000
Less: BT Supplemental Funds FY 02-03		-\$415,800
Net County Costs:	-0-	-0-

5. **GEOGRAPHIC AREA TO BE SERVED:**

Countywide.

6. **ACCOUNTABLE FOR MONITORING**

Sharon Grigsby, Executive Director, Public Health Preparedness and Response for Bioterrorism.

7. **APPROVALS:**

Public Health:	Jonathan E. Fielding, M.D., M.P.H., Director of Public Health and Health Officer
Contracts and Grants Division:	Riley J. Austin, Acting Chief
County Counsel (approval as to use):	Robert E. Ragland, Deputy County Counsel

**SCHEDULE OF DELIVERABLES & PAYMENTS**  
**HLN CONSULTING, INC.**  
**May 20, 2003 through August 30, 2004**

<b>TASK</b>	<b>SUBTASK</b>	<b>TIMELINE (From Date of Contract)</b>	<b>BUDGET</b>
1: Delivery of California Automated Immunization Registry (CAIR) Version 3.1			
	1.1: Functional Design Document	Month 01	21,700
	1.2: CAIR Version 3.1 Beta Release	Month 02	35,000
	1.3: CAIR Version 3.1 Production-ready release	Month 03	35,000
Total for Task 1			\$91,700
2. Delivery of CAIR Version 3.2			
	2.1: Functional Design Document	Month 05	19,500
	2.2: CAIR Version 3.2 Beta Release	Month 06	40,000
	2.3: CAIR Version 3.2 Production-ready release	Month 07	40,000
Total for Task 2			\$99,500
3. Delivery of CAIR Version 3.3			
	3.1: Functional Design Document	Month 08	20,500
	3.2: CAIR Version 3.2 Beta Release	Month 09	40,000
	3.3: CAIR Version 3.2 Production-ready release	Month 10	40,000
Total for Task 3			\$100,500
4. Post Implementation Support			
	4.1: Routine off-site support (actual time billed)	Month 03 then	Up to a Max.
	4.2: Critical off-site support (actual time billed)	ongoing	32,500
	4.3: On-site support (actual time billed)		
	4.4 Travel for on-site support (2 trips @ \$2,600 per trip)	As needed	5,200
Total for Task 4			\$37,700
5: Post-Implementation Business Continuity Planning Report		Month 09	\$15,600
6: SNS Management System Design			
	6.1: Project Management/Planning		
	• Project Work Plan	Month 01	5,600
	• Website Set-up	Month 01	800
	• Monthly Project Status Report (\$300/month)	Months 1-12	Up to a Max. 3,600
	6.2: Assessment of SNS Information System Requirements.		
	Each month includes the following components (to be invoiced up to a maximum of \$37,450/month):		
	• Monthly Task Force Meeting	Months 02-07	Up to a Max. 224,700
	• Bi-Weekly Work Group Sessions (Minimum of 2 sessions per month)		
	• Monthly SNS Systems Research		
	• Monthly SNS Requirements Documentation		
	• Project Website Updates		
	6.3: Detailed Data Requirements/Logical Data Model	Month 08	30,000
	6.4: System Inventory and Systems Map	Month 09	25,550
	6.5: Systems Integration and Development Plan	Month 10	25,550
Total for Task 6			\$315,800

<b>7: SNS Management System Prototype</b>		
<b>7: System Prototype</b>	<b>Month 12</b>	<b>\$60,000</b>
<b>8: Feasibility Study/Technology Assessment</b>		
<b>8: LINK (CAIR) Feasibility Study/Technology Assessments</b>	<b>Months 1-12</b>	<b>\$40,000</b>
<b>TOTAL</b>		<b>\$760,800</b>

**Note: The additional funding of \$415,800 corresponds to activities 6 through 8.**

1. Tasks 1, 2, 3, and 5 are fixed price.
2. Task 4 will be provided on a fee-for-service basis until the line item budget of \$32,500 is expended. Billing will be based on hourly rates for actual consulting time, without a minimum per-event requirement. Invoices will be provided by HLN monthly during months when these services are rendered. The rate billed for off and on-site support charges will depend on the HLN resources involved, based on the following labor hourly rate schedule and event categories:

Project Manager:	\$150
Project Specialist:	\$135
Programmer/Analyst:	\$125
Systems Programmer:	\$100

- Issues relating to implementation strategies, data structures, application features, custom queries, and CAIR system documentation will be resolved by the Project Manager, with possible involvement of a Programmer/Analyst.
- Issues relating to vaccination algorithms and CASA extracts will be resolved by a Project Specialist, with possible involvement of a Programmer/Analyst.
- Issues relating to installation problems or application browser errors will be resolved by a Programmer/Analyst.
- Issue relating to networking or security will be resolved by a Programmer/Analyst and a Systems Programmer.

Note: Issues which cannot be resolved with less than 10 hours of support effort will be discussed between the HLN Project Manager and LINK so that a mutually agreeable plan of action can be developed.

**SUMMARY OF AGREEMENT**

(The SIMI Group, Inc.)

1. **TYPE OF SERVICE:**

The SIMI Group, Inc., will provide DHS with expansion of the HASTEN system, integrate a web-based training system, and support data exchange efforts with critical public health partners.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

The SIMI Group, Inc.  
1610 Ardem Way, Suite 280  
Sacramento, California 95815  
Attention: Dan Desmond, President, CEO  
Telephone: (916) 564-6500/Facsimile: (916) 923-5530

3. **TERM OF AGREEMENT:**

Effective August 30, 2003 through August 30, 2004, with provision for a 12-month automatic renewal.

4. **FINANCIAL INFORMATION:**

	Initial Contract 8/30/01- 8/30/02	Amend No. 1 8/30/01- 8/30/02	Amend No. 2 8/30/02- 8/30/03	Amend No. 3 8/30/02- 8/30/03	Amend No. 4 8/30/03- 8/30/04
Maximum County Obligation	\$123,424	\$163,424	\$213,424	\$235,824	\$1,336,362
Less: BT Supplemental Fund (Year 2 of BT grant)	-\$123,424	-\$123,424	-\$123,424	-\$123,424	-\$123,424
Less: BT Supplemental Fund (Year 3 of BT grant)		-\$15,000	-\$15,000	-\$15,000	-\$15,000
Less: BT Supplemental Fund (Year 3 of BT grant)			-\$50,000	-\$50,000	-\$50,000
Less: BT Supplemental Fund (Year 3 of BT grant)				-\$22,400	-\$22,400
Less: BT Supplemental Fund (Year 3 of BT grant)					-\$1,100,538
Net County Cost (BT Attack Response)	-0-	\$25,000*	\$25,000*	\$25,000*	\$25,000*

\*In-kind contribution

5. **GEOGRAPHIC AREA TO BE SERVED:**

Countywide.

6. **ACCOUNTABLE FOR MONITORING:**

Sharon Grigsby, Executive Director, Public Health Preparedness and Response for Bioterrorism

7. **APPROVALS:**

Public Health: Jonathan E. Fielding, M.D., M.P.H., Director of Public Health and Health Officer

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to use): Robert E. Ragland, Deputy County Counsel

LOS ANGELES COUNTY - DEPARTMENT OF HEALTH SERVICES  
PUBLIC HEALTH SERVICES  
SUPPLEMENTAL FUNDING  
PH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM  
SUMMARY  
**BUDGET REDIRECTION #3 (REVISED ON 6/18/03)**  
AUGUST 31, 2001 THROUGH AUGUST 30, 2003  
NOTICE OF COOPERATIVE AWARD # U90/CCU917012-03-1

**GRAND TOTAL**

DESCRIPTION	FOCUS AREA A	FOCUS AREA B	FOCUS AREA C	FOCUS AREA E	FOCUS AREA F	FOCUS AREA G	TOTAL
Salaries and Wages	\$496,015	\$896,491	\$259,729	\$265,508	\$26,588	\$52,232	\$1,996,563
Fringe Benefits	175,705	312,101	92,721	81,994	9,492	17,295	689,308
<b>Total Personnel Costs</b>	<b>\$671,720</b>	<b>\$1,208,592</b>	<b>\$352,450</b>	<b>\$347,502</b>	<b>\$36,080</b>	<b>\$69,527</b>	<b>\$2,685,871</b>
Consultant Costs	515,566	45,000	384,000	0	519,452	518,999	1,983,017
Equipment	16,230	376,600	1,279,224	1,278,000	91,861	88,000	3,129,915
Supplies	35,000	33,206	94,873	34,046	3,054	62,000	262,179
Travel	47,800	32,640	16,928	18,210	11,890	55,037	182,505
Alterations and Renovation	0	386,000	9,000,000	0	0	0	9,386,000
Others	0	2,695	28,928	100,200	0	42,689	174,512
<b>SmallPox</b>	<b>0</b>	<b>14,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,000</b>
Consortium / contractual Costs							
Atlas (Amendment No. 6)	0	260,000	0	0	0	0	260,000
Atlas (Amendment No. 7)	0	365,739	0	0	0	0	365,739
Field Research	0	0	0	0	90,000	0	90,000
Long Beach	125,375	325,128	329,508	144,814	116,077	74,192	1,115,094
Pasadena	122,114	130,342	0	57,150	3,500	10,500	323,606
HLN Consulting	0	0	0	0	0	0	345,000
HLN Consulting (Amendment No.1)	0	415,800	0	0	0	0	415,800
Appleone Employment Svcs. (smallpox)	0	99,890	0	0	0	0	99,890
ISD (IT Project)	0	255,000	0	0	0	0	255,000
ISD (ITSSMA Project)	0	800,000	0	0	0	0	800,000
LAC-Office of EM (JV)	0	500,000	0	0	0	0	500,000
San Bernardino Lab	0	50,000	0	0	0	0	50,000
SIMI Group (Amendment No. 2)	0	0	0	50,000	0	0	50,000
SIMI Group (Amendment No. 3)	0	0	0	22,400	0	0	22,400
SIMI Group (Amendment No. 4)	0	0	0	1,100,538	0	0	1,100,538
To be determined	0	147,646	0	165,413	0	0	313,059
<b>Total Direct Costs</b>	<b>\$1,533,805</b>	<b>\$5,793,278</b>	<b>\$11,485,911</b>	<b>\$3,318,273</b>	<b>\$871,914</b>	<b>\$920,944</b>	<b>\$23,924,125</b>
Indirect Costs	145,538	262,670	76,083	79,313	7,789	15,653	587,046
<b>Grand Total Budget</b>	<b>\$1,679,343</b>	<b>\$6,055,948</b>	<b>\$11,561,994</b>	<b>\$3,397,586</b>	<b>\$879,703</b>	<b>\$936,597</b>	<b>\$24,511,171</b>

Note: Funding for The SIMI Group under this schedule totals \$1,172,938; prior funding through other prior CDC grants and In-Kind net County cost totals \$163,424; both amounts equal The SIMI Group's amended contract maximum allowance totalling \$1,336,362.

# CIO ANALYSIS

## DEPARTMENT OF HEALTH SERVICES SOLE SOURCE AGREEMENT AMENDMENT NO. 1 WITH HLN CONSULTING, LLC.

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

### Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs 1

### Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications  
☒ Professional Services

Project Executive Sponsor: John F. Schunhoff, Ph.D., Chief of Operations, Public Health

### Budget Information :

Y-T-D Contract Expenditures	\$345,000
Requested Contract Amount	\$415,800
Aggregate Contract Amount	\$760,800

### Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100%

### Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?



### **Project/Contract Description:**

The Department of Health Services (DHS) is requesting Board approval to delegate authority to the Director of Health Services, or his designee, to sign an amendment to an Agreement with HLN Consulting, LLC (HLN) for professional services to design and develop a web-based system prototype to manage the Strategic National Stockpile (SNS). HLN will also evaluate additional enhancements to the Los Angeles Immunization Network (LINK) and relevant technologies to support mass vaccination operations. In addition, DHS is requesting delegated authority to execute future amendments to the scope of this Agreement and the contract sum, up to a maximum of 25 percent of the maximum contract obligation. Execution of these amendments will be subject to review and approval by County Counsel and my office, and notification of Board offices.

The proposed Amendment No. 1 will increase the maximum obligation for the Agreement from \$345,000 to \$760,800, an increase of \$415,800. This funding is fully offset (no net County cost) by federal Centers for Disease Control and Prevention (CDC) Bio-terrorism Preparedness and Response grant funds. This Amendment extends the term of the agreement through August 30, 2004, and includes a provision for a 12-month renewal through August 30, 2005, contingent upon CDC funding.

Services under this amendment include:

- Performing a detailed assessment of local requirements for an information system to support the management of the SNS and local medical caches;
- Evaluating and documenting existing County systems and systems from public health partners relevant to SNS and developing a systems plan and integration strategy to leverage these systems to support SNS activities;
- Developing a web-based system prototype for a SNS management system; and
- Conducting technology assessments and a feasibility study and to evaluate potential software enhancements to the LINK that will support additional bio-terrorism-related activities.

### **Background:**

The Centers for Disease Control and Prevention (CDC) developed the SNS, formerly referred to as the National Pharmaceutical Stockpile, to ensure the availability and rapid deployment of pharmaceuticals, antidotes, and other critical medical supplies and resources to counter the effects of nerve agents, biological pathogens, and chemical agents. The SNS is currently ready for deployment to any U.S. location in the event of a terrorist attack involving a biological or chemical agent directed against a civilian population. Over the course of the last year, the DHS Bio-terrorism Preparedness and Response Program has developed an operational plan to support the receipt, distribution, and dispensing of pharmaceuticals and medical assets from local caches and the SNS.

As part of its plan to develop information systems in support of the Bio-terrorism Preparedness and Response Initiative, DHS allocated bio-terrorism funding to develop an initial set of enhancements to LINK to support bio-terrorism response. On May 20, 2003, the Board

approved a sole-source agreement with HLN Consulting, LLC in the amount of \$345,000 funded under the CDC agreement to develop the ability to track and deliver critical vaccines to the citizens of Los Angeles County during a public health emergency. However, no information system currently exists to support the effective management of the Strategic National Stockpile and local pharmaceutical caches during a public health emergency.

### **Project Justification/Benefits:**

Approval of this amendment will allow DHS to initiate the design and development of a web-based system prototype to support the management of assets from the SNS. In addition, this amendment will allow DHS to determine the extent to which existing systems can be leveraged or enhanced to support SNS activities and detail an integration strategy with critical emergency response applications such as LINK and the County Emergency Management Information System (EMIS). Finally, DHS will be able to conduct evaluations of additional LINK enhancements and technologies critical to support mass vaccination/mass prophylaxis operations.

### **Project Metrics**

DHS has identified specific tasks and deliverables tied to milestone dates for this project. DHS staff will review and validate all products (detailed requirements study, system inventory and development plan, system prototype, and feasibility study) to ensure that HLN has successfully delivered them.

### **Impact If Proposal Is Not Approved**

In order to adequately prepare for a possible bio-terrorism event, it is critical for DHS to have an effective and reliable mechanism for managing assets from local caches and the SNS. Failure to approve this proposal would:

- Prevent the DHS Bio-terrorism Preparedness and Response Program from meeting critical CDC grant requirements for FY 2002-2003, which could potentially impact future funding due to noncompliance.
- Limit DHS' ability to receive, distribute, and dispense critical medications and medical supplies to the citizens of Los Angeles County during a public health emergency.

### **Alternatives Considered:**

Since there are currently no available commercial off-the-shelf (COTS) applications that perform all of the functions needed for managing medical assets from the SNS, professional services are necessary to design a system prototype and provide an effective development and systems integration strategy. Existing third-party products (inventory management systems, pharmaceutical systems, etc.) and systems deployed within the jurisdiction may ultimately be integrated and configured to satisfy SNS functionality requirements. Alternatives and integration options will be evaluated during the requirements and system inventory stage of this effort.

**Project Risks:**

There are no apparent risks to the Department and County for undertaking this project.

**Risk Mitigation Measures:**

This project minimizes risk to future development activities through detailed assessments of SNS requirements and local data needs. Also, SNS Management System Prototype will mitigate risk when developing a production system.

**Financial Analysis:**

The requested maximum contract amount for this amendment is \$415,800, which if approved by your Board, will increase the maximum obligation for this Agreement to \$760,800. Funding for this project is fully subvented by CDC Bio-terrorism Preparedness and Response grant funds and represents no net County cost.

**CIO Concerns:**

None.

**CIO Recommendations:**

None.

**CIO APPROVAL**

Date Received: 08/06/2003

Prepared by: Greg McLeander by JWS

Date: 08/06/2003

Approved: Jonathan Williams by JWS

Date: 08/06/2003

# CIO ANALYSIS

## DEPARTMENT OF HEALTH SERVICES SOLE SOURCE AGREEMENT AMENDMENT NO. 4 WITH SIMI GROUP, INC.

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

### Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs 1

### Contract Components:

☒ Software ☒ Hardware ☒ Telecommunications  
☒ Professional Services

Project Executive Sponsor: John F. Schunhoff, Ph.D., Chief of Operations, Public Health

### Budget Information :

Y-T-D Contract Expenditures	\$ 235,824
Requested Contract Amount	\$1,100,538
Aggregate Contract Amount	\$1,336,362

### Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? 100%

### Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

### **Project/Contract Description:**

The Department of Health Services (DHS) is requesting Board approval to delegate authority to the Director of Health Services, or his designee, to sign an amendment to an Agreement with SIMI Group, Inc. (SIMI) to implement system and infrastructure enhancements that will improve the scalability and functionality of Los Angeles County's Health Alert System Training and Education Network (HASTEN). In addition, DHS is requesting delegated authority to execute future amendments to the scope of this Agreement and the contract sum, up to a maximum of 25 percent of the maximum contract obligation. Execution of these amendments will be subject to review and approval by County Counsel and my office, and notification of Board offices.

The proposed Amendment No. 4 will increase the maximum obligation for this agreement from \$235,824 to \$1,336,362, an increase of \$1,100,538. This funding is fully offset (no net County cost) by federal Centers for Disease Control and Prevention (CDC) Bioterrorism Preparedness and Response grant funds. This Amendment extends the term of the agreement for one year through August, 30, 2004, and includes a provision for a 12-month renewal through August 30, 2005, contingent upon CDC funding.

Services under this amendment include:

- Implementing infrastructure and software upgrades as well as system configurations to expand the reliability and scalability of HASTEN.
- Implementing enhancements to system features including the integration of third party software for message or alert broadcasting and expanded capacity for distance learning.
- Integrating content management software to enhance delivery of web content across secure and non-secure mechanisms.
- Designing and implementing a Public Health Gateway with single sign-on, role-based authorization services to provide single point of entry and access to critical public health emergency response applications.
- Expanding distance learning capacity through integration of a third party Learning Management System, development of e-learning modules, and enhanced support for web-casting and streaming technologies.
- Developing electronic interfaces with key public health partners including interfaces with California State Department of Health Services' (CDHS) CELDAR project, commercial laboratories, and local hospitals.
- Designing and implementing interfaces to the CDHS' CAHAN system including cross-authentication mechanisms and exchange of critical alerts and portal content.
- Designing and implementing an internal message broker and Event Processing Engine using SQL alerts for enhanced alert broadcasting and message dissemination.
- Supporting Public Health Data Mart design activities according to CDC Public Health Information Network standards and integration with the Los Angeles County DHS Data Warehouse.
- Developing HASTEN's Operational Disaster Recovery Plan and execution of disaster recovery test

## **Background:**

HASTEN is a web-enabled bio-terrorism call-down system, a secure web portal, and distance learning system related to the incidence of communicable diseases in Los Angeles County. HASTEN was first acquired by DHS through a sole source agreement with SIMI in the amount of \$123,424 (fully offset through CDC grant funding), which was approved by the Board on August 21, 2001.

Three amendments have been executed on this agreement:

- Amendment No. 1 approved by the Board on January 29, 2002 increased funding from \$123,424 to \$163,424 to provide for software and documentation development, implementation support, and continuing maintenance during the contract period.
- Amendment No. 2 executed under delegated authority by the Director of the DHS on November 18, 2002, increased the maximum obligation by \$50,000 for a revised total of \$213,424. These funds were used to implement fax broadcasting functionality and receive additional maintenance services.
- Amendment No. 3 executed under delegated authority by Director of the DHS on November 18, 2002, increased the maximum obligation by \$22,400 for a revised total of \$235,824. These funds were used to complete a full-scale communication exercise of the system and receive additional maintenance services.

## **Project Justification/Benefits:**

Approval of the Amendment will allow DHS to implement upgrades and enhancement to HASTEN and ensure the development of interfaces to exchange critical public health data with other key public health partners.

## **Project Metrics:**

DHS has identified specific tasks and deliverables tied to milestone dates for this project. DHS staff will review and validate overall system features, upgrades, and enhancements. Focus groups will be conducted with key public health partners to verify that all desired elements have been successfully integrated and properly configured into HASTEN. Acceptance tests will be conducted by the County and contractor and performed independently by the County, where necessary. Periodic disaster exercises will be conducted and incorporate tests of system functionality to assess system performance under a variety of scenarios and conditions.

DHS staff will also evaluate proposed interfaces and overall architectural design plans to ensure compliance with approved technical standards and specifications. In addition, technical project advisors from CDC will be requested to perform independent Public Health Information Network standards compliance testing to assess adherence to IT requirements of bio-terrorism grant.

### **Impact If Proposal Is Not Approved:**

If this Amendment is not approved, DHS' bio-terrorism preparedness efforts would be hampered. Specifically, DHS would be:

- Unable to meet CDC grant requirements for FY '03-'04 that could potentially impact future CDC funding due to noncompliance.
- Unable to ensure deployment of system within the jurisdiction and implement enhancements necessary to improve dissemination of urgent health alerts to public and private partners.
- Unable to exchange critical electronic health information with key public health partners, which would limit the Department's ability to respond to public health emergencies such as bio-terrorism.

### **Alternatives Considered:**

Prior to development and deployment of HASTEN, DHS evaluated other available systems and vendors. DHS found no solution currently on the market that supports the desired functionality. SIMI was selected because they could leverage their knowledge gained from a similar system that they developed by State of California called California Health Alert and Notification System (CAHAN). CAHAN possesses comparable functionality to HASTEN and the vendor has proven that their experience will reduce project risk and development time.

### **Project Risks:**

There are very minimal risks to the County and CDC is heavily subsidizing the entire project

### **Risk Mitigation Measures:**

This project mitigates risk by utilizing commercially available third party products for system enhancements. DHS has identified specific tasks and deliverables tied to payments points and has contractual withholds to help ensure vendor performance.

### **Financial Analysis:**

The requested maximum contract amount for this amendment is \$1,100,538, which increases the maximum obligation to \$1,336,362. Funding for this project is fully subvented by CDC Bioterrorism Preparedness and Response grant funds and represents no net County cost.

### **CIO Concerns:**

None.

### **CIO Recommendations:**

None.

Contract No. H-300184-1

CONSULTANT SERVICES AGREEMENT WITH HLN CONSULTING, LLC

LOS ANGELES IMMUNIZATION NETWORK (LINK)

BIOTERRORISM PREPAREDNESS

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

HLN CONSULTING, LLC  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"CONSULTANT SERVICES AGREEMENT WITH HLN CONSULTING, LLC, LOS  
ANGELES IMMUNIZATION NETWORK ("LINK") BIOTERRORISM PREPAREDNESS",  
dated May 20, 2003, and further identified as County Agreement  
No. H-300184 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the  
Contract sum of this Agreement, amend Exhibit A STATEMENT OF  
WORK, and to make hereafter described; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This amendment shall be effective on the date of



approval by the Board of Supervisor of the County of Los Angeles.

2. Paragraph 1. TERM, shall be amended to read as follows:

"1. TERM: This Agreement shall commence on the date of approval by County's Board of Supervisors' ("Board") and unless sooner cancelled or terminated as provided herein, shall continue in full force and effect to midnight August 30, 2004. Said agreement shall thereafter be automatically renewed for an additional twelve (12) months, effective August 31, 2004 through August 30, 2005, contingent upon receipt of CDC funds to County for the renewal term. If such funding is not forthcoming, this agreement shall terminate August 30, 2004.

County may terminate, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the Contractor.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Effective as of the effective date of this Amendment,

Agreement shall be amended to attach EXHIBIT A-1, "SCOPE OF WORK, HLN CONSULTING, LLC - DEVELOPMENT OF A STRATEGIC NATIONAL STOCKPILE (SNS) MANAGEMENT SYSTEM AND ENHANCEMENTS TO THE LOS ANGELES IMMUNIZATION NETWORK (LINK) IN SUPPORT OF BIOTERRORISM PREPAREDNESS AND RESPONSE", attached hereto and incorporated herein by reference.

4. Paragraph 2. DESCRIPTION OF SERVICES, shall be amended as follows:

"2. DESCRIPTION OF SERVICES:

Contractor shall provide services in the form as described in the body of the referenced Agreement, Exhibit A, attached to agreement, and Exhibit A-1, attached hereto and incorporated herein by reference."

5. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, shall be amended to read as follows:

"3. MAXIMUM OBLIGATION OF COUNTY: Upon the effective date of this agreement through August 30, 2004, the maximum obligation of County for all services provided hereunder shall not exceed Seven Hundred Sixty Thousand Eight Hundred Dollars (\$760,800). Contractor shall use such funds only to pay for services as set forth in EXHIBIT A and EXHIBIT A-1, and only to the extent that such funds are reimbursable to County.

If this agreement is renewed for the period August 31, 2004 through August 30, 2005, the maximum obligation of

County for Contractor's performance will be determined by Director after such funds are first received by County from CDC, and in any event not to exceed the amount of Seven Hundred Sixty Thousand Eight Hundred Dollars (\$760,800). Such renewal shall be effected by an amendment (i.e., administrative amendment) to this Agreement pursuant to the Alteration of Terms Paragraph of this Agreement."

6. Paragraph 5. BILLING AND PAYMENT, shall be amended to read as follows:

"5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A, attached to agreement and Exhibit A-1 hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in Exhibit A and Exhibit A-1, and also includes time spent on preparation for such activities.

C. Original invoices pertaining to activities designated in Exhibit A shall be submitted directly to:

(1) Department of Health Services, Public Health, Immunization Program, 3530 Wilshire Boulevard, Suite 700, Los Angeles, California 90010, Attention: LINK Regional Manager, with duplicate invoice to: (2) Department of Health Services, Financial Management,

5555 Ferguson Drive, 1<sup>st</sup> Floor, City of Commerce,  
California 90022, Attention: Fiscal Services Unit.  
Contractor's invoices for tasks/deliverables, 1, 2, 3,  
and 5, including all subtasks, shall be sent to County  
only after the Contractor's completion of each  
task/deliverable, respectively, and County's written  
confirmation of the completion of each  
task/deliverable. Contractor's invoices for  
Task/deliverable 4 shall be sent to County fifteen (15)  
days after the end of each month that Contractor  
provided such services.

D. Original invoices pertaining to activities  
designated in Exhibit A-1 shall be submitted directly to:

(1) Department of Health Services, Public Health,  
Acute Communicable Disease Control, 313 North Figueroa  
Street, Room 212, Los Angeles, California 90012,  
Attention: Preparedness and Response for Bioterrorism,  
Information Technology Coordinator, with duplicate  
invoice to: (2) Department of Health Services,  
Financial Management, 5555 Ferguson Drive, 1<sup>st</sup> Floor,  
City of Commerce, California 90022, Attention: Fiscal  
Services Unit.

In no event shall County be required to pay Contractor  
more than the maximum obligation of County as set forth in  
the MAXIMUM OBLIGATION OF COUNTY paragraph.

In the event that County is required, due to audit or otherwise, to reimburse funds for these services to the CDC or has its payment reduced, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly."

7. Paragraph 19. NOTICES, shall be amended to read as follows:

"19. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by providing at least ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- 1) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street - 6<sup>th</sup> Floor East  
Los Angeles, California 90012

Attention: Division Chief

Notices to County regarding activities designated in Exhibit A shall be sent to:

- 2) Department of Health Services  
Immunization Program

3530 Wilshire Boulevard, Suite 700  
Los Angeles, California 90010

Attention: Program Director

Notices to County pertaining to activities  
designated in Exhibit A-1 shall be addressed as  
follows:

Department of Health Services  
Acute Communicable Disease Program  
313 North Figueroa, Room 212  
Los Angeles, California 90012

Attention: Preparedness and Response for  
Bioterrorism, Information  
Technology Coordinator

B. Notices to Contractor shall be addressed as  
follows:

HLN Consulting, LLC  
7072 Santa Fe Canyon Place  
San Diego, California 92129

Attention: Noam Arzt, Ph.D.  
President"

3) Except for the changes set forth herein above,  
Agreement shall not be changed in any other respect by this  
Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

7

Director of Health Services, and CONTRACTOR has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

HLN CONSULTING, LLC  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Riley J. Austin, Acting Chief  
Contracts and Grants Division

AGREE-HLN/AMEND-1  
JR/7-27-03

**SCOPE OF WORK  
HLN CONSULTING, LLC**

**DEVELOPMENT OF A STRATEGIC NATIONAL STOCKPILE (SNS) MANAGEMENT  
SYSTEM AND ENHANCEMENTS TO THE LOS ANGELES IMMUNIZATION NETWORK  
(LINK) IN SUPPORT OF BIOTERRORISM PREPAREDNESS AND RESPONSE**

**Task 6: Design of Strategic National Stockpile Management System**

Subtask 6.1: Project Management / Planning

HLN shall establish and maintain a project calendar and work plan using MS Project or equivalent describing project tasks, sub-tasks, deliverables, and project milestones. HLN shall update project work plan on a monthly basis and provide written status reports, as requested by County's Project Director. HLN shall set up an SNS project website for task force and committee members and develop e-mail contact lists for planning updates and notifications.

**Subdeliverable 6.1: Provide Project Management Services**

HLN shall develop and maintain a MS Project (or equivalent) SNS work plan throughout the life cycle of the engagement outlining key subdeliverables and project milestones. HLN shall provide an updated work plan and monthly status reports, as requested by County's Project Director.

HLN shall initialize an SNS project stakeholder website and set up e-mail contact lists for project updates and notifications.

Subtask 6.2: Assessment of SNS Information System Requirements

HLN shall prepare, conduct, and document SNS requirements meetings with task force, work group, and steering committee members. HLN shall provide written drafts of detailed requirements and early specifications via updates to SNS stakeholder websites. HLN shall research various relevant SNS technical and operational topics including assessments of systems and functionality already in place in partner jurisdictions.

**Subdeliverable 6.2: Conduct SNS Assessment and Requirements Analysis**

HLN shall prepare, conduct, and document one task force meeting and 2 work group sessions per month for a minimum of six (6) task force meetings and twelve (12) work group meetings throughout the assessment period.

HLN shall provide initial SNS requirements documents at the end of each month and at the request of County's Project Director. HLN shall provide documentation of all relevant research and task force / work group activities conducted each month and update the SNS project stakeholder website prior to receiving monthly sign off by County's Project Director.

Subtask 6.3: Detailed Data Requirements and Logical Data Model

HLN shall document the complete set of SNS data requirements and provide a written report detailing the findings of the assessment period. HLN shall develop a preliminary logical data model, which shall identify, in detail, the data required to support and manage the SNS workflow.

**Subdeliverable 6.3: Provide Written SNS Requirements Report and Develop a Logical Data Model**

HLN shall provide County's Project Director with a written report detailing SNS requirements and findings at the end of the assessment period.

HLN shall develop a Logical Data Model for the SNS management system and provide supporting documentation, as required by the County's Project Director.



Subtask 6.4: System Inventory and SNS Systems Map

HLN shall conduct an inventory of County and DHS systems relevant to the data requirements for SNS management including LINK, EMIS / EMIS Future, DHS pharmaceutical systems, or other inventory management systems. HLN shall also conduct a review of systems from public health partners relevant to SNS management including CDC, Department of Homeland Security, State of California DHS / EPO, and partner jurisdictions. HLN shall document key findings and provide an SNS systems map document.

Subdeliverable 6.4: Develop a Systems Map document

HLN shall conduct an evaluation of relevant systems within and external to the County, document findings, and provide a Systems Map document to County Project Director.

Subtask 6.5: SNS Management System Integration and Development Plan

HLN shall develop a systems plan based on the detailed requirements, logical data model, and systems map documentation. HLN shall identify which existing systems can be leveraged or enhanced to support SNS activities and detail any new systems development needs. The plan shall guide the SNS system development in later phases and address issues related to systems integration and data linkages to related applications.

Subdeliverable 6.5: Provide SNS Management Systems Integration and Development Plan

HLN shall provide a written system development plan including recommendations for system design and technical specifications. County's Project Director shall provide HLN with written approval of systems integration and development plan.

**Task 7: SNS Management System Prototype**

HLN shall develop a prototype web-based application, based on the systems plan, to demonstrate the essential functionality required for the new SNS management system, as determined by County Project Director. The prototype shall consist of a set of linked, static web pages that will provide insight into the user interface and application flow. The prototype will *not* be able to store any data nor implement all the business logic required in the ultimate application.

Deliverable 7: Develop SNS Management Prototype

HLN shall develop an SNS Management System Prototype consisting of standard user interface, linked web screens, and basic application flow. County Project Director shall review essential system functionality requirements and ensure that prototype meets desired specifications. Contractor shall receive county sign-off.

**Task 8: LINK (CAIR) Feasibility Study and Technology Assessments**

HLN will conduct a minimum of two feasibility and technology assessments for the purpose of investigating what *additional* BT-related enhancements would be feasible, useful, and appropriate to add to CAIR in the future. Areas of assessment may include, but are not limited to, the expansion of CAIR to track, forecast, and report non-vaccine related medications and bar coding/card scanning or related technologies to facilitate rapid distribution of medications and patient identification in mass vaccination settings

Deliverable 8: Conduct LINK (CAIR) Feasibility Study and Technology Assessments

HLN shall conduct a minimum of two feasibility studies or technology assessments, at request of County's Project Director and Los Angeles Immunization Network (LINK) Project Manager. HLN shall provide County Project Director and LINK Project Manager with written reports detailing key findings and recommendations and receive County sign-off.

**SCHEDULE OF DELIVERABLES & PAYMENTS**  
**HLN CONSULTING, INC.**  
**May 20, 2003 through August 30, 2004**

<b>TASK</b>	<b>SUBTASK</b>	<b>TIMELINE</b> (From date of Contract)	<b>BUDGET</b>
<b>1: Delivery of California Automated Immunization Registry (CAIR) Version 3.1</b>			
1.1: Functional Design Document		Month 01	21,700
1.2: CAIR Version 3.1 Beta Release		Month 02	35,000
1.3: CAIR Version 3.1 Production-ready release		Month 03	35,000
Total for Task 1			\$91,700
<b>2. Delivery of CAIR Version 3.2</b>			
2.1: Functional Design Document		Month 05	19,500
2.2: CAIR Version 3.2 Beta Release		Month 06	40,000
2.3: CAIR Version 3.2 Production-ready release		Month 07	40,000
Total for Task 2			\$99,500
<b>3. Delivery of CAIR Version 3.3</b>			
3.1: Functional Design Document		Month 08	20,500
3.2: CAIR Version 3.2 Beta Release		Month 09	40,000
3.3: CAIR Version 3.2 Production-ready release		Month 10	40,000
Total for Task 3			\$100,500
<b>4. Post Implementation Support</b>			
4.1: Routine off-site support (actual time billed)		Month 03 then	Up to a Max.
4.2: Critical off-site support (actual time billed)		ongoing	32,500
4.3: On-site support (actual time billed)			
4.4 Travel for on-site support (2 trips @ \$2,600 per trip)		As needed	5,200
Total for Task 4			\$37,700
5: Post-Implementation Business Continuity Planning Report		Month 09	\$15,600

<b>6: SNS Management System Design</b>		
<b>6.1: Project Management/Planning</b>		
• Project Work Plan	Month 01	5,600
• Website Set-up	Month 01	800
• Monthly Project Status Report (\$300/month)	Months 1-12	Up to a Max. 3,600
<b>6.2: Assessment of SNS Information System Requirements.</b>		
Each month includes the following components (to be invoiced up to a maximum of \$37,450/month):		
• Monthly Task Force Meeting	Months 02-07	Up to a Max. 224,700
• Bi-Weekly Work Group Sessions (Minimum of 2 sessions per month)		
• Monthly SNS Systems Research		
• Monthly SNS Requirements Documentation		
• Project Website Updates		
<b>6.3: Detailed Data Requirements/Logical Data Model</b>	Month 08	30,000
<b>6.4: System Inventory and Systems Map</b>	Month 09	25,550
<b>6.5: Systems Integration and Development Plan</b>	Month 10	25,550
<b>Total for Task 6</b>		<b>\$315,800</b>
<b>7: SNS Management System Prototype</b>		
<b>7: System Prototype</b>	Month 12	\$60,000
<b>8: Feasibility Study/Technology Assessment</b>		
<b>8: LINK (CAIR) Feasibility Study/Technology Assessments</b>	Months 1-12	\$40,000
<b>TOTAL</b>		<b>\$760,800</b>

**Note: The additional funding of \$415,800 corresponds to activities 6 through 8.**

1. Tasks 1, 2, 3, and 5 are fixed price.
2. Task 4 will be provided on a fee-for-service basis until the line item budget of \$32,500 is expended. Billing will be based on hourly rates for actual consulting time, without a minimum per-event requirement. Invoices will be provided by HLN monthly during months when these services are rendered. The rate billed for off and on-site support charges will depend on the HLN resources involved, based on the following labor hourly rate schedule and event categories:

Project Manager:	\$150
Project Specialist:	\$135
Programmer/Analyst:	\$125
Systems Programmer:	\$100

- Issues relating to implementation strategies, data structures, application features, custom queries, and CAIR system documentation will be resolved by the Project Manager, with possible involvement of a Programmer/Analyst.
- Issues relating to vaccination algorithms and CASA extracts will be resolved by a Project Specialist, with possible involvement of a Programmer/Analyst.
- Issues relating to installation problems or application browser errors will be resolved by a Programmer/Analyst.
- Issue relating to networking or security will be resolved by a Programmer/Analyst and a Systems Programmer.

Note: Issues which cannot be resolved with less than 10 hours of support effort will be discussed between the HLN Project Manager and LINK so that a mutually agreeable plan of action can be developed.

Contract No. H-212907-4

SOFTWARE AND SERVICES AGREEMENT  
AMENDMENT No. 4

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "COUNTY"),

and

The SIMI Group, Inc.  
(Hereafter "CONTRACTOR")

WHEREAS, reference is made to that certain document entitled  
"SOFTWARE AND SERVICES AGREEMENT", dated August 21, 2001, and any  
amendments thereto, all further identified as County Agreement No.  
H-212907 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the  
Contract Sum of this Agreement, and to make hereafter described  
changes.

NOW, THEREFORE, the parties hereby agree as follows:

1. This amendment shall be effective on the date of  
approval by the Board of Supervisors of the County of  
Los Angeles.
2. Paragraph 1.0 APPLICABLE DOCUMENTS - 1.1 Interpretation,  
shall be updated to read as follows:  
"1.1 Interpretation:

Exhibits A, B-4, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits according to the following priority:

1. Exhibit A - Statement of Work
2. Exhibit B-4 - Schedule of Deliverables & Payments
3. Exhibit C - Sample Contractor Employee Acknowledgment and Confidentiality Statement
4. Exhibit D - Sample CONTRACTOR's EEO Certification
5. Exhibit E - HASTEN Systems Related Software
6. Exhibit F - HASTEN Systems Related Hardware
7. Exhibit G - HASTEN Technical Functionalities
8. Exhibit H - HAN Architectural Standards
9. Exhibit I - NEDSS Systems Elements
10. Exhibit J - Public Health Information Network Functions and Specifications

11. Exhibit K - Enhanced System Functionality for HASTEN
  12. Exhibit L - Proposed Elements for HASTEN Integration with CAHAN
  13. Exhibit M - Required Subcontract Provisions
3. Paragraph 1.0 APPLICABLE DOCUMENTS - 1.3 Definitions,
- 1.3.1 Application Software, shall be amended to read as follows:
- "1.3.1 Application Software:
- As used herein, the term "Application Software" shall mean all off-the-shelf Application Software, Operating Software, and related documentation pursuant to this Agreement or other COUNTY purchased third party software which is not Modified Application Software (defined below) and thus is NOT created and programmed by CONTRACTOR, and which has been developed for a specific application, including, but not limited to, active directory services, application system programs, compilers, e-mail software, interpreters, other language processors, server software, speech-to-text software, and utility programs. Reference to the System Software may include one or more components or modules thereof or all System Software in the System."

4. Paragraph 1.0 APPLICABLE DOCUMENTS - 1.3 Definitions, 1.3.12 HASTEN Components, shall be amended to read as follows:

"1.3.12 HASTEN Components:

As used herein, "HASTEN Components" shall mean, individually and collectively, each and every Component of the System Hardware, and System Software including (1) software owned by COUNTY already purchased and which is referred to in Exhibit E (HASTEN Systems Related Software), (2) hardware owned by COUNTY already purchased and which is referred to in Exhibit F (HASTEN Systems Related Hardware), (3) third-party software owned by COUNTY and integrated into System by CONTRACTOR and, more commonly, (4) standards-based functional components, to be built by CONTRACTOR and owned by COUNTY when completed, referred to in Exhibit A (Statement of Work) and Exhibit B-4 (Schedule of Deliverables and Payments) attached. Reference to HASTEN Components may include one or more components thereof or all HASTEN Components acquired by COUNTY pursuant to this Agreement."

5. Paragraph 1.0 APPLICABLE DOCUMENTS - 1.3 Definitions, 1.3.13 HASTEN Data Servers, shall be amended to read as follows:

"1.3.13 HASTEN Data Servers:

As used herein, the term "HASTEN Data Servers" shall mean the computer servers purchased by COUNTY and dedicated to the HASTEN project, currently housed at 1610 Arden Way, Sacramento, California 95815."

6. Paragraph 1.0 APPLICABLE DOCUMENTS - 1.3 Definitions, 1.3.14 HASTEN System, shall be amended to read as follows:

"1.3.14 HASTEN System:

As used herein, the term "HASTEN" or "HASTEN System", which is the Health Alert System Training and Education Network, shall refer to the entire combination of the Emergency Call-Down System, Secure Web Portal, Training Management System, including programmed components and required interfaces that are the Deliverables referred to in Exhibit A (Statement of Work), and software and hardware already purchased by COUNTY, referred to in Exhibit E (HASTEN Systems Related Software) and Exhibit F (HASTEN Systems Related Hardware)."



7. Paragraph 1.0 APPLICABLE DOCUMENTS - 1.3 Definitions,  
1.3.18 System, shall be amended to read as follows:

"1.3.18 System:

As used herein, the term "System" shall mean all System Hardware, System Software, and services described in this Agreement and as otherwise agreed to by County and Contractor, collectively comprising the System.

Reference to the System may include one or more Components or modules thereof or the entire System."

8. Paragraph 1.0 APPLICABLE DOCUMENTS - 1.3 Definitions,  
shall be amended to add the following paragraphs:

"1.3.22 Acceptance Date:

As used herein, the term "Acceptance Date" shall mean the date upon which the County has completed all acceptance tests relevant to a Deliverable, Key Deliverable, or Phase and provided final sign-off to CONTRACTOR.

1.3.23 Deliverable:

As used herein, the term "Deliverable" shall mean items and/or services provided or to be provided by Contractor under this Agreement, including numbered

Deliverables in EXHIBIT B-4 (SCHEDULE OF DELIVERABLES AND PAYMENTS).

1.3.24 Due Date:

As used herein, the term "Due Date" shall mean the date upon which a Deliverable, Key Deliverable, or Phase is due to the County.

1.3.25 Key Deliverable:

Key Deliverable shall mean the Deliverables identified with the word "Key" in EXHIBIT B-4 (SCHEDULE OF DELIVERABLES AND PAYMENTS).

1.3.26 Phase:

As used herein, the term "Phase" shall have the meaning set forth in Subparagraph 4.5 (Phases).

1.3.27 Proof of Concept:

As used herein, the term "Proof of Concept" shall mean the configuration and/or modification of any software application and system infrastructure in order to provide a baseline system or system component upon which user functionality requirements can be refined. References to a Proof of Concept also include testing of relevant software and hardware components to

identify any product or software incompatibility issues and determines if system or components can function appropriately in system environment.

1.3.28 Subcontractor:

Subcontractor shall mean any person, entity or organization to which Contractor has delegated any of its obligations hereunder in accordance with Paragraph 60.0 (Subcontracting).

1.3.29 System Pilot:

As used herein, the term "System Pilot" shall mean the process of defining hardware, software, and connectivity requirements, and the testing of proof of concept systems or system components in a near-production environment with a limited set of COUNTY users. The process generally involves the refinement of system or component functionality in anticipation of deployment in full production environment. A System Pilot shall be conducted, generally, over a minimum period of two months and include the development of user, administration, and maintenance documentation."

9. Paragraph 4.0 WORK, shall be amended to read as follows:

"4.1 Unapproved Work:

If CONTRACTOR provides any tasks, deliverables, goods, services, or other work to COUNTY other than those specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY therefore, with the exception of the billable hours allowed in Exhibit A (Statement of Work), Deliverable 15 (Provide Maintenance & Modifications), and as set in Exhibit B-4 (Schedule of Deliverables and Payments).

4.2 Approval of Work:

Upon completion of particular work to be provided by Contractor pursuant to this Agreement, including Exhibit A (Statement of Work), Contractor shall submit written documentation of such completion of work to County's Project Director, together with any supporting documentation reasonably requested by County, for County's Project Director's written approval. All work must have written approval of

County's Project Director. In no event shall County be liable or responsible for any payment for any work prior to its approval of such work. Contractor shall fully provide, complete and deliver all work in accordance with the requirements, specifications and timetables set forth in this Agreement and shall complete and deliver the System to County in accordance with the terms and conditions set forth in this Agreement.

#### 4.3 Maintenance Services:

Subject to County's termination rights hereunder, County elects to acquire support for maintenance and modifications from Contractor. In exchange for County's payment of the Maintenance Fees, Contractor shall provide County with maintenance and modification support services as requested by County's Project Director.

#### 4.4 Phases:

##### 4.4.1 Phases

The work to be carried out under this Agreement shall be carried out in three (3) phases (herein "Phases(s)"), as described in Exhibit A

(Statement of Work), Project Work Plan approved by COUNTY pursuant to Task No. 1 (Develop Project Work Plan) of Exhibit A (Statement of Work), and Exhibit B-4 (Schedule of Deliverables and Payments). Each Phase shall be successfully completed before the next Phase commences. However, CONTRACTOR can initiate activities in parallel upon approval from County Project Director.

Phase I pertains to development of project work plan and the completion of technical planning for activities related to this phase. Phase I also includes scale-up of the System at existing Sacramento site, creation of redundant site, and successful migration to primary Los Angeles location including testing and training on System installations.

Phase II pertains to the completion of technical planning for activities related to this phase and the successful installation and implementation of upgrades, enhancements and new system features not involving integration of

third-party products. Phase II also includes testing and training of System and System components.

Phase III pertains to the completion of technical planning for activities related to this phase and the successful integration of third party products and the development of appropriate interfaces to systems and partners. Phase III also includes testing and training of System and System components.

Exhibit B-4 (Schedule of Deliverables and Payments) sets forth dates for completion of Key Deliverables within each Phase. A Phase shall be deemed completed for purposes of this Subparagraph 4.5 on the earliest date that the Key Deliverable and all of the related tasks, subtasks, Deliverables, goods, services and other work required for completion of such Phase are completed and delivered to COUNTY, provided that the Key Deliverables and all of such related tasks, subtasks, Deliverables, goods, services and other work required for completion

of such Phase are thereafter approved in writing by COUNTY pursuant to Subparagraph 2.4 (Approval of Work).

Contractor may recommend changes to the sequencing of Tasks and Deliverables in Exhibits A (Statement of Work) and B-4 (Schedule of Deliverables and Payments) where they can demonstrate that the change more effectively and efficiently leads to the same desired results and products. Upon receiving recommended changes and sequencing, County's Project Director and Contractor's Project Director must then mutually agree upon extensions or changes to relevant Due Dates and Acceptance Dates for the Work listed in Exhibits A (Statement of Work) and B-4 (Schedule of Deliverables and Payments).

To the extent that such changes or extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County's Project Director, in County's Project Director's sole discretion, may grant Contractor extensions of time or changes



in the form of a Change Notice pursuant to Paragraph 5 (Change Notices and Amendments), for the Work listed in Exhibits A (Statement of Work) and B-4 (Schedule of Deliverables and Payments) provided that such extensions shall not exceed the Term of the Agreement.

The determination of whether each Phase has been so completed and so approved, and of the date upon which such Phase was completed, shall be made by COUNTY's Project Director as soon as practicable after COUNTY is informed by CONTRACTOR that such Phase has been completed and is given all the necessary information, data and documentation to verify such completion. A failure by CONTRACTOR to complete any Phase by the applicable date set forth above, as such date may be modified pursuant to Paragraph 5 (Change Notices and Amendments) or Paragraph 37 (Notice of Delays), shall be subject to the provisions of Subparagraph 7.2 (Credits to COUNTY), Subparagraph 7.3 (Termination) and Paragraph 31 (Termination for Default)."

10. Paragraph 6.0 TERM, shall be amended to read as follows:

"6.1 The term of this Agreement shall commence on the date of approval by County's Board of Supervisors' ("Board") and shall continue in full force and effect until August 30, 2004, unless sooner terminated, in whole or in part, as provided in this Agreement. This agreement may thereafter be renewed for an additional twelve (12) months, effective August 31, 2004 through August 30, 2005, at the sole option of the County and contingent upon the availability of federal Centers for Disease Control funding to the COUNTY for the renewal term. If such federal funding is not forthcoming, the agreement shall not be automatically renewed and shall terminate on August 30, 2004."

11. Paragraph 7.0 CONTRACT SUM, shall be amended to read as follows:

"7.1 Maximum Contract Sum - General:

The Contract Sum under this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, deliverables, goods, services, and other work specified under this Agreement.

The Maximum Contract Sum for the term of this Agreement from the commencement date of this Agreement, including all applicable taxes, authorized by COUNTY hereunder shall not exceed **One Million Three Hundred Thirty-six Thousand Three Hundred Sixty-two (\$1,336,362)** as set forth in EXHIBIT B-4 (NEW SCHEDULE OF DELIVERABLES AND PAYMENTS), attached hereto and incorporated herein by reference.

Notwithstanding such limitation of funds, CONTRACTOR shall satisfactorily perform and complete all work specified in this Agreement.

The Maximum Contract Sum listed in this Paragraph shall be deemed to include all amounts necessary for COUNTY to reimburse CONTRACTOR for all applicable California sales/use taxes on software or components procured pursuant to or otherwise due as a result of this Agreement. CONTRACTOR shall pay all California sales/use taxes to the State. CONTRACTOR shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless COUNTY from any and all such California sales/use tax.

7.2 Credits to County:

7.2.1 COUNTY and CONTRACTOR have identified Key Deliverables associated with Phases, as set forth in Exhibit A (Statement of Work) and Exhibit B-4 (Schedule of Deliverables and Payments).

CONTRACTOR's timely completion and delivery of which will help ensure County receives, and is able to implement, the System in a timely fashion, in accordance with emergency preparedness and response requirements. If CONTRACTOR fails to complete and deliver Key Deliverables on the date set forth on Exhibit B-4 (Schedule of Deliverables and Payments) for completion thereof in respect of each Key Deliverable (the "Due Date"), it is mutually agreed that such delay increases the likelihood that CONTRACTOR will not complete the relevant Phase(s) or deliver the System on a timely basis, thereby limiting County's ability to use the System to enhance critical preparedness and response activities.

7.2.2 In each instance where CONTRACTOR fails to complete and deliver a Key Deliverable by the "Due Date" for such Key Deliverable, with the exception

of tasks associated with Acceptance Date of County including relevant acceptance tests and County sign-off pursuant to 1.3.22 (Acceptance Date), County shall receive a credit against any or all amounts due to Contractor, under this Agreement or otherwise, in the total amount of (a) five hundred dollars (\$500) for each of the first thirty (30) days following the Due Date for which Contractor continues in default, and (b) one thousand dollars (\$1,000) for each day thereafter that Contractor continues in default, provided that the total aggregate credits pursuant to this Paragraph 7.2 shall not exceed five hundred thousand dollars (\$500,000). All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable set forth in Exhibit B-4 (Schedule of Deliverables and Payments) provided that the maximum liability of Contractor to County under this Paragraph 7.2 shall not exceed one million dollars (\$1,000,000). To the extent that Contractor's failure to complete and deliver a Key Deliverable by the Due Date for such Key Deliverable is due to an excusable delay within

the meaning of Paragraph 37 (Notice of Delays) or if the County's Project Director and Contractor's Project Director have otherwise agreed to an extension for such Key Deliverable pursuant to Paragraph 4.4 (Phases), County shall not be entitled to credits under this Paragraph 7.2.

7.2.3 Notwithstanding the foregoing, and provided that County has not terminated this Agreement as provided in Paragraph 7.3 (Termination), if any Key Deliverable is not completed by the Due Date for such Key Deliverable, resulting in any of the above credits, but such Key Deliverable is thereafter completed by the date set forth in Exhibit B-4 (Schedule of Deliverables and Payments) for completion and delivery of the Phase to which such Key Deliverable pertains, and if all other Deliverables required for the completion of such Phase are completed by the date on which such Phase is due, as set forth in Exhibit B-4 (Schedule of Deliverables and Payments), then from and after the date such Phase is completed, the foregoing credits shall be reversed and shall no

longer be deemed to apply as to any such Deliverable. For Key Deliverables that are not associated with a specific Phase, the credits set forth above shall continue to accrue until such Key Deliverable is completed and shall not be reversed. For purposes of this Paragraph 7.2, the date on which a Phase shall be deemed to be completed shall be determined in accordance with Paragraph 4.4 (Phases).

7.2.4 Any credits that accrue pursuant to this Paragraph 7.2 are in addition to, and do not limit, any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, in respect of Contractor's failure to timely complete and deliver the applicable Key Deliverable. Further, any credits that accrue pursuant to this Paragraph 7.2 do not limit Contractor's obligation to promptly and diligently cure Contractor's failure to timely complete and deliver the applicable Key Deliverable.

### 7.3 Termination:

portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 60.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement, upon which County may immediately terminate this Agreement. For purposes of this Agreement, any purchase of goods (including, non-customized software) by Contractor where the vendor of the goods is not providing any services shall not be considered a subcontract.

60.2 If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request



to County for written approval to enter into the particular subcontract.

Contractor's request to County shall include:

- A. The reason(s) for the particular subcontract.
- B. A detailed description of the work to be performed by the proposed Subcontractor.
- C. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected.
- D. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit M (Required Subcontract Provisions), including Exhibit 3 (Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement), Exhibit 4

(Subcontractor's EEO Certification), and the Safely Surrendered Baby Law Fact Sheet available on the Internet at [www.babysafela.org](http://www.babysafela.org), thereto. The provisions of Exhibit M (Required Subcontract Provisions) may be changed only with the prior written approval of County's Project Director.

E. A certificate of insurance from the proposed Subcontractor, which establishes that the Subcontractor maintains all the programs of insurance required by Exhibit M (Required Subcontract Provisions).

F. Any other information and/or certifications requested by County.

60.3 County's Project Director will review Contractor's request to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

Contractor may submit a request that does not contain items D and E as set forth in Paragraph 60.2, for the limited purpose of exploring County's view toward the particular request, but any response by County to any Contractor request which did not include all of the items set forth in Paragraph 60.2 shall be advisory only and not binding on County.

CONTRACTOR UNDERSTANDS AND AGREES THAT COUNTY CANNOT GIVE FULL CONSIDERATION TO ANY REQUEST THAT DOES NOT CONTAIN ALL OF THE ITEMS SET FORTH IN PARAGRAPH 60.2, AND ACCORDINGLY THAT CONTRACTOR HAS NO RIGHT TO RELY ON ANY SUCH ADVISORY RESPONSE EVEN IF SUCH RESPONSE STATES OR IMPLIES THAT CONTRACTOR MAY RELY ON IT.

COUNTY'S RIGHT TO APPROVE, OR WITHHOLD ITS APPROVAL OF, ANY SUBCONTRACT REQUEST UPON SUBMISSION BY CONTRACTOR OF A REQUEST WHICH INCLUDES ALL OF THE ITEMS

SET FORTH IN PARAGRAPH 60.2 SHALL NOT BE LIMITED IN ANY WAY WHATSOEVER BY ANY ADVISORY RESPONSE, INCLUDING ANY OBLIGATION BY COUNTY TO ACT REASONABLY AND/OR IN GOOD FAITH IN GIVING ANY ADVISORY RESPONSE, NOTWITHSTANDING ANY IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING OR OTHER LEGAL PRINCIPLE.

60.4 In its proposed subcontract, Contractor may supplement but not amend the provisions set forth in Exhibit M (Required Subcontract Provisions) so long as, after all such supplementation, the particular subcontract is not inconsistent with this Agreement, and does not reduce or limit County's rights or benefits hereunder. It is essential to County's willingness to permit any subcontracting that with respect to any subcontract and the performance, obligations, liabilities or responsibilities being subcontracted to

that Subcontractor there under, the results and benefits to County are no less than if Contractor itself discharged such performance, obligations, liabilities or responsibilities.

Contractor understands and agrees that no provision of any subcontract entered into by Contractor, whether or not a copy of such subcontract is provided to, or reviewed or approved by, County, shall alter this Agreement, nor reduce, release, waive or relieve Contractor's responsibilities, obligations or liabilities under this Agreement, nor reduce, waive or limit County's rights or benefits under this Agreement. The foregoing shall not be construed as prohibiting Contractor from including in any subcontract any remedy against the Subcontractor that overlaps, in whole or in part, with any remedy of County against the Subcontractor, so long as

County can be put in the same (or better) position by exercise of the particular remedy against Contractor as County would be against the Subcontractor.

60.5 Contractor shall indemnify, defend, and hold harmless County Indemnitees in accordance with Paragraph 12.0 (Indemnification and Insurance), from and against any and all claims, demands, liabilities, damages, costs, and expenses, including defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including, any officers, employees, or agents of any Subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement. Further, Contractor's indemnities and agreements to defend and hold harmless County as set out in this Agreement shall apply with

respect to the activities of each Subcontractor in the same manner and to the same degree as if such Subcontractor is Contractor's employee.

60.6 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of

the allowableness or appropriateness of any cost or payment under this Agreement.

60.7 In the event that County consents to any subcontracting, such consent shall be subject to County's right to withdraw such consent when such Subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. If County does withdraw its approval, County shall give written notice to Contractor of such withdrawal. From the time of such notice forward (but not retroactive to the time prior to such notice during which County's approval of the subcontracting was in effect), Contractor shall have no right to use such Subcontractor (unless and until, if ever, County re-approves such Subcontractor). County shall not be liable or responsible in any way to Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any



Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such rights, except that Contractor shall have the right to seek equitable indemnification by County if County's withdrawal of approval is found to be wrongful.

- 60.8 In the event that County consents to any subcontracting, such consent shall be subject to County's prior and continuing approval rights with regard to Contractor's staff as set forth in Paragraph 3.2 (Approval of Contractor's Staff). County shall not be liable or responsible in any way to Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any Subcontractor, for any liability, claims,

demands, damages, liabilities, losses, costs, or expenses, including defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to County's exercise of such rights.

60.9 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 60 or a blanket consent to any further subcontracting.

60.10 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 60, including consenting to any subcontracting.

60.11 Contractor shall deliver to County's Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 60, on or immediately after the Effective

Date of the subcontract but in no event later than the date any Work is performed under the subcontract.

60.12 In the event that County consents to any subcontracting, Contractor shall obtain and provide to County's Project Director, both of the following:

A. An executed Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (see Exhibit M (Required Subcontract Provisions) for each of Subcontractor's employees performing work under the subcontract. Such agreements shall be delivered to County's Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee performs work under the subcontract.

B. Certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by Exhibit M (Required Subcontract Provisions), and Contractor shall ensure delivery of all such documents to County's Project Director before any Subcontractor employee may perform any work hereunder.

C. Any other information reasonably requested by County.

60.13 In the event that County consents to any subcontracting, Contractor shall cause the Subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by all and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of this Agreement and any amendment hereto as it relates to or affects the

Work performed by Subcontractor  
hereunder."

13. EXHIBIT A, STATEMENT OF WORK, SYSTEM PERFORMANCE  
REQUIREMENTS, shall be amended to read as follows:

"The completed HASTEN system needs to have (1) a highly functioning Emergency Call-Down and message broadcast System with fax, phone, cell phone, pager, web browser, and e-mail connectivity, (2) a secure functional Web Portal for sharing sensitive information and (3) a training management system for bioterrorism preparedness and response training.

Contractor shall be responsible for HASTEN system and system enhancement technical compliance, for all segments where applicable, with the most current specifications/requirements for:

- (1) Centers for Disease Control Health Alert  
Network hardware and data line/data  
transmission standards, (Exhibit H)
- (2) National Electronic Disease Surveillance  
System (NEDSS) technical functionality goals  
(Exhibit I),

- (3) Health Level 7 data standards if/where applicable
- (4) Centers for Disease Control Public Health Information Network Technical Functions and Specifications (Exhibit J)".

14. EXHIBIT A, STATEMENT OF WORK, TASK NO. 1 - DEVELOP PROJECT WORK PLAN, shall be amended to add the following paragraph:

"CONTRACTOR shall provide COUNTY with a HASTEN project website using MS Project Central or SharePoint Team Services for project updates and notifications to COUNTY Project Director, Project Manager, technical staff and system administrators."

15. EXHIBIT A, STATEMENT OF WORK, DELIVERABLE NO. 1 DEVELOP PROJECT WORK PLAN, shall be amended to add the following paragraph:

"CONTRACTOR shall initialize and maintain a HASTEN project website using MS Project Central or MS SharePoint Team Services.  
CONTRACTOR shall receive COUNTY sign-off"

16. EXHIBIT A, STATEMENT OF WORK, TASK NO. 2 - DEVELOP STATUS REPORTS, shall be amended to add the following paragraph:
- "CONTRACTOR shall also provide COUNTY's Project Director and Project Manager with a detailed Phase breakdown and analysis of project components to accompany monthly status reports"
17. EXHIBIT A, STATEMENT OF WORK, DELIVERABLE NO. 2 - PROVIDE STATUS REPORTS, shall be amended to add the following paragraph: "CONTRACTOR shall also submit a written detailed breakdown of progress by major development Phases and provide analysis of relevant project components on a monthly basis or as requested by COUNTY's Project Director."
18. EXHIBIT A, STATEMENT OF WORK, TASK NO. 6 -SYSTEM COMPONENT TESTING, shall be amended to read as follows:
- "CONTRACTOR shall conduct all interim or final HASTEN System component testing, including Black Box component testing, Proof of Concept testing, and Pilot testing with manual steps of each process."

19. EXHIBIT A, STATEMENT OF WORK, DELIVERABLE NO. 6 -  
PERFORM SYSTEM COMPONENT TESTING, shall be amended to  
read as follows:

"CONTRACTOR shall perform all interim or final HASTEN  
System component testing, including Black Box component  
testing, Proof of Concept testing, and Pilot testing  
with manual steps of each process.

CONTRACTOR shall provide written results for all  
interim or final HASTEN System component tests and  
receive COUNTY sign-off."

20. EXHIBIT A, STATEMENT OF WORK, shall be amended to add  
the following paragraphs:

"TASK No. 21 - STANDARD SUPPORT AND TRAINING FOR SYSTEM  
DEPLOYMENT:

CONTRACTOR shall provide operational support for  
COUNTY and external partners throughout full-scale  
System deployment.

CONTRACTOR shall provide training support,  
including online training modules, off-site  
web-based training, and onsite trainings for



System users, COUNTY technical staff, and  
System administrators.

DELIVERABLE No. 21 - PROVIDE STANDARD SUPPORT AND  
TRAINING FOR SYSTEM DEPLOYMENT:

CONTRACTOR shall provide standard operational support to COUNTY and external partners during full-scale system deployment, as requested by COUNTY's Project Director.

CONTRACTOR shall develop a web-based HASTEN Trainer Module accessible through the System and establish email user support (hastensupport@simigroup.com).

CONTRACTOR shall provide off-site, web-based training and on-site trainings for System users, COUNTY technical staff, and System administrators, as requested by COUNTY's Project Director.

TASK No. 22 - TECHNICAL EVALUATION AND PLANNING FOR  
SYSTEM SCALE-UP, UPGRADES, AND ENHANCEMENTS:

CONTRACTOR shall provide technical evaluation of System options including, but not limited to,

development of solution designs, detailed technical implementation plans, product feature matrices, and technical resource (hardware and software) requirements for all project Phases.

KEY DELIVERABLE NO. 22 - PROVIDE TECHNICAL EVALUATION  
AND PLANNING SERVICES FOR PHASED SYSTEM SCALE-UP,  
UPGRADES, AND ENHANCEMENTS:

CONTRACTOR shall provide COUNTY with technical evaluations of system options, infrastructure and architectural solution designs for each Phase of system development and deployment.

CONTRACTOR shall provide technical documentation, detailed implementation guides, and resource (hardware and software) requirement evaluations for each Phase of system development and deployment.

COUNTY Project Director shall approve all proposed technical evaluations of system options, infrastructure and architectural solution designs, technical documentation, detailed implementation guides, and resource (hardware and software)

requirement evaluations for each Phase of System development and deployment.

CONTRACTOR shall receive COUNTY sign-off.

TASK No. 23 - DISASTER RECOVERY AND TESTING PLAN

CONTRACTOR shall develop and document a HASTEN operational disaster recovery plan and conduct a knowledge transfer session with COUNTY staff. The operational plan shall be reviewed by COUNTY and incorporated into overall COUNTY Operational Recovery Plan.

CONTRACTOR shall develop or incorporate existing disaster recovery plan(s) for 3rd party products into disaster recovery options.

CONTRACTOR will develop a test scenario and perform a test on COUNTY supplied equipment.

DELIVERABLE No. 23 - PROVIDE SYSTEM DISASTER RECOVERY AND TESTING PLAN

CONTRACTOR shall develop and submit a System Operational Disaster Recovery Plan and conduct a knowledge transfer session with COUNTY staff.

CONTRACTOR shall include appropriate hardware, software, and connectivity requirements in Operational Disaster Recovery Plan for the COUNTY to configure a Disaster Recovery test site.

CONTRACTOR shall develop a test scenario and provide COUNTY assistance with test scenario process and protocols.

COUNTY, with assistance from CONTRACTOR, shall perform a Disaster Recovery test, pending availability of a Disaster Recovery test site.

CONTRACTOR shall perform above tasks and receive COUNTY sign off.

TASK NO. 24 - ACCEPTANCE PLAN AND TESTING FOR PROJECT DEVELOPMENT PHASES

CONTRACTOR shall prepare a written acceptance test plan for each project Phase. CONTRACTOR and COUNTY shall mutually agree to the acceptance test plan for COUNTY's acceptance of each project Phase. The general acceptance testing process shall include individual the development acceptance

plans for each of the three (3) project Phases, as detailed below or as modified by mutual agreement.

CONTRACTOR's Project Manager and COUNTY's Project Director will mutually agree to a written test plan as the basis for conducting each Acceptance Test. These tests will verify that the required components collectively perform in an integrated fashion in accordance with the specifications contained in the test plan, which will include functionality, responsiveness and reliability.

This Systems Acceptance Test for each Phase shall be conducted as follows:

A. CONTRACTOR shall provide COUNTY with written notice that the applicable System component(s) for each Phase is/are ready to undergo Acceptance Testing.

B. CONTRACTOR, with assistance from COUNTY shall conduct the particular Acceptance Test in accordance with the process described herein.

C. COUNTY shall document the results of the particular Acceptance Test and indicate either the successful completion of the test or document any deficiencies.

D. CONTRACTOR shall, at no additional cost to COUNTY, promptly correct any and all deficiencies to the Modified Application Software or Operating Software which are identified by COUNTY or CONTRACTOR up to and during acceptance testing and which result from CONTRACTOR's performance of programming support. Such corrections shall be subject to COUNTY's identified deficiencies.

E. COUNTY reserves the right to approve all results of Acceptance Testing for all Phases in accordance with the process described herein. All such approvals shall be in writing by County's Project Director.

F. Deficiencies to the Modified Application Software or Operating Software which are identified by COUNTY or CONTRACTOR after

acceptance testing or after payment, and which are determined by COUNTY to have resulted from CONTRACTOR's prior programming support shall be corrected immediately by CONTRACTOR at no additional cost to COUNTY. Such corrections shall be subject to COUNTY's Project Director's approval.

G. Upon successful completion of each Acceptance Test, as determined by COUNTY, CONTRACTOR shall submit within no more than fifteen (15) days a written concurrence or nonconcurrence with test results to COUNTY's Project Director. If CONTRACTOR does not concur, CONTRACTOR shall specify all items in dispute.

COUNTY's Project Director's written approval of each Acceptance Test will designate the successful completion of the particular Acceptance Test for each Phase. In instances of disputes regarding whether the Acceptance Plan was successfully completed, COUNTY's Project Director's determination shall control.

H. If any Deficiencies are noted by CONTRACTOR or COUNTY for any Acceptance Test, reporting and correction of all such Deficiencies will be as follows:

1. COUNTY will document any Deficiencies of the particular Acceptance Test within three (3) days of test completion.
2. CONTRACTOR shall provide to COUNTY, within three (3) days of receipt of documented Deficiencies, a written plan and timetable to correct all such Deficiencies or a written description of items in dispute.
3. CONTRACTOR's Project Manager and COUNTY's Project Director will mutually agree in writing, to a final list of any and all deficiencies requiring retesting.
4. After CONTRACTOR has corrected any and all Deficiencies, CONTRACTOR shall notify COUNTY in writing within no



more than fifteen (15) days that the particular Acceptance Test may be repeated.

5. COUNTY will notify CONTRACTOR in writing within no more than fifteen (15) days of satisfactory completion of each retested Acceptance Test.
6. If any deficiencies remain, then COUNTY may: (1) repeat the process described above to the extent determined by COUNTY's Project Director, (2) postpone parts of or the entire process described above for selected or all deficiencies to a later date specified in writing by COUNTY's Project Director, or (3) exercise any of its rights under this Agreement, including, but not limited to, termination of Agreement for default.

KEY DELIVERABLE NO. 24- PROVIDE ACCEPTANCE PLANS AND  
PERFORM ACCEPTANCE TESTING FOR PROJECT PHASES

CONTRACTOR shall submit a written test plan for each Project phase. CONTRACTOR's written report shall be submitted to COUNTY for review and approval by COUNTY's Project Director. The System must pass Acceptance Tests for all Phases prior to final acceptance by COUNTY.

CONTRACTOR, in participation with COUNTY staff, shall conduct the relevant acceptance tests and prepare a written report indicating that the acceptance test plan has been conducted and successfully completed, as mutually agreed.

TASK NO. 25 - INTERIM HOSTING SERVICES (PHASE I)

CONTRACTOR shall provide COUNTY monthly hosted operating environment. CONTRACTOR shall host site until County designates a co-location site and until the System has been successfully relocated and brought into full-scale production.

DELIVERABLE NO. 25 - PROVIDE INTERIM HOSTING SERVICES (PHASE I)

CONTRACTOR shall provide COUNTY monthly hosting services at The SIMI Group Inc. facility located

in Sacramento, CA, or at a site approved by COUNTY Project Director. CONTRACTOR shall provide COUNTY monthly hosting services until such time that COUNTY Project Director requests termination of hosting services.

TASK No. 26 - SYSTEM SCALE-UP (PHASE I)

CONTRACTOR shall provide COUNTY with core infrastructure, systems architecture enhancements, and minor reconfigurations to evolve System to a full, scaled-up production environment.

KEY DELIVERABLE No. 26- PROVIDE SYSTEM SCALE-UP (PHASE I)

CONTRACTOR shall provide systems engineering for minor reconfiguration, enhancements, and scale-up of the existing Sacramento site, creation of a redundant site, and migration of the primary site to primary location in Los Angeles, as determined by COUNTY Project Director.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall receive COUNTY sign-off.

TASK No. 27 - NEW SYSTEM FEATURES AND ENHANCEMENTS

(PHASE II)

CONTRACTOR shall implement new features and enhancements from Exhibit K (Enhanced System Functionality for HASTEN) in the current System environment.

KEY DELIVERABLE No. 27- PROVIDE NEW SYSTEM FEATURES AND ENHANCEMENTS (PHASE II):

CONTRACTOR shall evaluate options pre-selected by COUNTY and referenced in Exhibit K: Enhanced System Functionality for HASTEN.

CONTRACTOR shall provide COUNTY with documentation of feature limitations, feature overlapping with the existing System functionality, including feasibility of integration of 3<sup>rd</sup> party products.

CONTRACTOR shall provide COUNTY with implementation options and County Project Director shall choose appropriate options for implementation of new System features and

enhancements as referenced in Exhibit K: Enhanced System Functionality for HASTEN.

CONTRACTOR shall implement new features and enhancements from Exhibit K (Enhanced System Functionality for HASTEN) into current System environment.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 28 - SYSTEM SOFTWARE AND HARDWARE UPGRADES  
(PHASE II)

CONTRACTOR shall provide migration of System to SharePoint Portal Server 2003, Exchange Server 2003, upgrade system with relevant hardware and software supplied by COUNTY, and maintain current level of other Microsoft applications and security.

DELIVERABLE No. 28 - PROVIDE SYSTEM SOFTWARE AND  
HARDWARE UPGRADES (PHASE II)

CONTRACTOR shall provide COUNTY with specifications and services to migrate System to SharePoint Portal Server 2003 and Exchange Server 2003 (or equivalent, with approval from COUNTY). County Project Director shall approve services based on specifications provide by CONTRACTOR.

COUNTY shall select and supply final System software and hardware upgrades based upon technical specifications provided by CONTRACTOR.

CONTRACTOR shall upgrade system with relevant hardware supplied by COUNTY, maintain current levels of Microsoft applications and security.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 29 - WIRELESS SYSTEM PILOT (PHASE II)

CONTRACTOR shall provide a proof-of-concept and pilot implementation for wireless connectivity to the System via a secure connection. Pilot will authenticate against HASTEN Active Directory, allow users to receive, respond to, and issue alerts, read and post portal documents, and maintain secure sessions.

DELIVERABLE No. 29 - PERFORM WIRELESS SYSTEM PILOT  
(PHASE II)

CONTRACTOR shall provide COUNTY with proof-of-concept and pilot of wireless access to system via secure connection. County Project Director shall approve proposed solution prior to implementation.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 30 - TIERED PORTAL ACCESS AND SECURITY  
(HASTEN/SEMI-SECURE SITE/LABT) (PHASE II)

CONTRACTOR shall implement COUNTY Content Management Server pilot for System integration to deliver Web content.

DELIVERABLE No. 30 - PROVIDE TIERED PORTAL ACCESS AND SECURITY (HASTEN/SEMI-SECURE SITE/LABT) (PHASE II)

CONTRACTOR shall evaluate and implement Content Management Services using COUNTY standard and provide COUNTY with documentation of services provided by COUNTY standard versus MS Content Management Server. County Project Director shall approve proposed solution prior to implementation.

CONTRACTOR shall integrate product into production environment, at request of COUNTY Project Director.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.



TASK No. 31 - PUBLIC HEALTH GATEWAY AND TWO FACTOR

AUTHENTICATION PILOT (PHASE II):

CONTRACTOR shall design and implement a Public Health Gateway with Single Sign-On service to "provide single point of entry for related public health applications according to role-based authorizations".

CONTRACTOR shall define and operate a Two-factor authentication pilot integrated with the Public Health Gateway, System environment, and Single Sign-On service.

CONTRACTOR, in cooperation with designated COUNTY Security analyst and COUNTY Security Officer, shall assess current COUNTY security standards, policies, and procedures and implement them within System environment.

CONTRACTOR shall recommend additional security practices and work with COUNTY Security Analyst and COUNTY Security Officer to implement necessary security changes.

KEY DELIVERABLE No. 31- PROVIDE PUBLIC HEALTH GATEWAY  
AND PERFORM TWO FACTOR AUTHENTICATION PILOT (PHASE II):

CONTRACTOR shall provide documentation of Public Health Gateway design with Single Sign-On service and development of Two-Factor Authentication pilot. County Project Director shall approve proposed solution prior to implementation.

CONTRACTOR shall implement a working Proof-of-Concept and provide integration to System production environment, after proper bounding, with compatible applications as identified by the COUNTY.

CONTRACTOR shall provide documentation of security findings, issue recommendations, and implement changes to System production environment.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 32 - EXTERNAL MESSAGING GATEWAY FOR ELECTRONIC  
DATA EXCHANGE ACTIVITIES WITH PUBLIC HEALTH PARTNERS  
(PHASE III)

CONTRACTOR shall provide an external messaging gateway using E\*gate (or equivalent interface development tools, with approval from COUNTY) defining use cases and scenarios and the degree of flexibility in adding new rules or modifying existing rules. CONTRACTOR shall create matrix of communications capabilities of E-Gate versus equivalent interface engine applications. CONTRACTOR shall investigate CELDAR, Hospitals, and select laboratories against the matrix.

CONTRACTOR shall provide a CELDAR interface defining use cases and scenarios and the degree of flexibility in adding new rules or modifying existing rules.

CONTRACTOR shall provide Laboratory interfaces defining use cases and scenarios and the degree of flexibility in adding new rules or modifying existing rules, involving up to 3 Laboratories designated by the COUNTY.

CONTRACTOR shall provide Hospital interfaces defining use cases and scenarios and the degree of flexibility in adding new or modifying existing rules, involving up to 3 Hospitals designated by the COUNTY.

KEY DELIVERABLE No. 32- PROVIDE EXTERNAL MESSAGING GATEWAY FOR ELECTRONIC DATA EXCHANGE ACTIVITIES WITH PUBLIC HEALTH PARTNERS (PHASE III)

CONTRACTOR shall provide COUNTY written documentation of the interface points and services provided, describe use cases, and provide an estimate for further integration.

CONTRACTOR shall implement an external messaging gateway and interface using E\*Gate or equivalent interface development tool (e.g. MS BizTalk), as determined and approved by COUNTY's Project Director.

CONTRACTOR shall use COUNTY programmers, where possible, to develop interfaces. CONTRACTOR shall implement an interface with the California DHS CELDAR electronic reporting project, a minimum of

3 additional laboratories, and a minimum of 3 hospitals.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 33 - INTERNAL MESSAGE BROKER AND EVENT  
PROCESSING ENGINE (PHASE III)

CONTRACTOR shall assist COUNTY to define standard(s) and use cases, evaluate existing system configuration and options for integration and replacement.

CONTRACTOR shall design and conduct "Events Processing Engine" Pilot, using SQL Alerts.

DELIVERABLE No. 33 - PROVIDE INTERNAL MESSAGE BROKER  
AND EVENT PROCESSING ENGINE (PHASE III)

CONTRACTOR shall submit written documentation to COUNTY of the interface points, protocols, and services provided, description of use cases, and

estimates for further integration. County Project Director shall approve proposed pilot solution prior to implementation.

CONTRACTOR shall implement the "Events Processing Engine" pilot solution. CONTRACTOR shall implement and deploy "Events Processing Engine" solution into production environment, as requested by COUNTY's Project Director.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 34 - INTEGRATION OF 3<sup>RD</sup> PARTY SOFTWARE AND SERVICES FOR ENHANCED ALERT BROADCASTING AND MESSAGE DISSEMINATION (PHASE III):

CONTRACTOR shall define future uses of System, participate in the planning and monitoring of, the deployment of the 3rd party software and services ensuring best possible integration utilizing best practices and standards common to the industry.

CONTRACTOR shall design the integration path to allow inter-application data exchange and interoperability to leverage existing architecture and infrastructure.

KEY DELIVERABLE NO. 34 - PROVIDE INTEGRATION OF 3<sup>RD</sup>  
PARTY SOFTWARE AND SERVICES FOR ENHANCED ALERT  
BROADCASTING AND MESSAGE DISSEMINATION (PHASE III):

CONTRACTOR shall provide COUNTY a written comparison of the integration options and feature set of the final selected option.

COUNTY shall select software and services based on comparison provided by CONTRACTOR.

CONTRACTOR shall provide COUNTY documentation of the application deployment activities and decisions that affect future integration aspects with existing services.

CONTRACTOR shall provide COUNTY with options for product integration into System environment and implement a working Proof of Concept of the selected solution. CONTRACTOR shall involve Sub-

Contractors at own discretion pursuant to Paragraph 60 (Subcontracting) and Exhibit M (Required Subcontractor Provisions), and with final approval of COUNTY.

CONTRACTOR shall integrate product into production environment, at request of COUNTY Project Director.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 35 - EVALUATE AND ASSIST IN THE PURCHASE OF  
HARDWARE FOR LEARNING MANAGEMENT SYSTEM (PHASE III)

CONTRACTOR shall assist in the evaluation and selection of hardware to support learning management system and provide written recommendations to COUNTY.



DELIVERABLE No. 35 - PROVIDE EVALUATION AND ASSISTANCE  
WITH THE PURCHASE OF HARDWARE FOR LEARNING MANAGEMENT  
SYSTEM (PHASE III)

CONTRACTOR shall provide COUNTY evaluation and assistance with the purchase of Hardware to support the integration and deployment of 3<sup>rd</sup> party Learning Management System within the scaled-up System production environment.

CONTRACTOR shall provide COUNTY with a written report detailing key findings and recommendations for the purchase of hardware to support the integration and deployment of 3<sup>rd</sup> Party Learning Management System.

CONTRACTOR shall receive COUNTY sign-off.

TASK No. 36 - INTEGRATION of 3<sup>rd</sup> PARTY LEARNING  
MANAGEMENT SYSTEM (PHASE III):

CONTRACTOR shall ensure integration and deployment of 3<sup>rd</sup> Party Learning Management System, pre-selected by COUNTY, through System portal and Public Health Gateway.

KEY DELIVERABLE No. 36- PROVIDE INTEGRATION OF 3<sup>rd</sup> PARTY  
LEARNING MANAGEMENT SYSTEM (PHASE III):

CONTRACTOR shall provide COUNTY documentation of the integration solution (i.e. shared directory, security management, supporting architecture, etc.) and effect of integration.

CONTRACTOR shall provide integration and deployment of 3<sup>rd</sup> Party Learning Management System, pre-selected by COUNTY, through System portal and Public Health Gateway.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 37 - E-LEARNING MODULES FOR LEARNING  
MANAGEMENT SYSTEM AND EXPAND DISTANCE LEARNING CAPACITY  
(PHASE III)

CONTRACTOR shall expand distance-learning capacity of System through development of e-learning modules and support for web casting or streaming

technologies, possibly through subcontracting services.

DELIVERABLE No. 37 - DEVELOP E-LEARNING MODULES FOR  
LEARNING MANAGEMENT SYSTEM AND PROVIDE EXPANDED  
CAPACITY FOR DISTANCE LEARNING (PHASE III)

CONTRACTOR shall provide COUNTY with e-learning modules for Learning Management System and support for Web casting or streaming technologies.

CONTRACTOR shall provide user and administrative manuals for e-learning modules and Web casting or streaming technologies.

CONTRACTOR shall involve subcontractors at own discretion pursuant to Paragraph 60 (Subcontracting) and Exhibit M (Required Subcontractor Provisions), with approval by the COUNTY.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK) .

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

TASK No. 38 - INTEGRATION WITH CALIFORNIA STATE DHS  
CAHAN SYSTEM (PHASE III)

CONTRACTOR shall provide integration between California State DHS CAHAN system and System with functionality, as defined in Exhibit L, Proposed Elements for HASTEN Integration with CAHAN.

DELIVERABLE No. 38 - PROVIDE INTEGRATION WITH  
CALIFORNIA STATE DHS CAHAN SYSTEM (PHASE III)

CONTRACTOR shall provide COUNTY written documentation of the interface points, protocols, and services and describe use cases, cross-authentication mechanisms, authorization, and recommendations for further integration.

CONTRACTOR shall implement appropriate interfaces with CAHAN, as determined by California State DHS CAHAN System Administrator and COUNTY Project Director.

CONTRACTOR will perform above tasks to achieve functionality described in Exhibit L, Proposed Elements for HASTEN Integration with CAHAN.

CONTRACTOR shall perform component testing as referred to in TASK 6 (Exhibit A, STATEMENT OF WORK).

CONTRACTOR shall complete above tasks and receive COUNTY sign-off.

20. Effective as of the effective date of this Amendment, EXHIBIT B-4 (SCHEDULE OF DELIVERABLES AND PAYMENTS) shall be attached hereto and incorporated herein by reference.
21. Effective as of the effective date of this Amendment, wherever it appears in Agreement H-212907 Amendment No.3 the term "EXHIBIT B-3" shall be replaced by the term "EXHIBIT B-4".
22. Effective as of the effective date of this Amendment, EXHIBIT J "PUBLIC HEALTH INFORMATION NETWORK FUNCTIONS AND SPECIFICATIONS FOR PUBLIC HEALTH PREPAREDNESS AND RESPONSE (FEBRUARY 8, 2002)" shall be attached hereto and incorporated herein by reference.

23. Effective as of the effective date of this Amendment, EXHIBIT K "ENHANCED SYSTEM FUNCTIONALITY FOR HASTEN" shall be attached hereto and incorporated herein by reference.
24. Effective as of the effective date of this Amendment, EXHIBIT L "PROPOSED ELEMENTS FOR HASTEN INTEGRATION WITH CAHAN" shall be attached hereto and incorporated herein by reference.
25. Effective as of the effective date of this Amendment, EXHIBIT J "REQUIRED SUBCONTRACT PROVISIONS" shall be attached hereto and incorporated herein by reference.
26. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

In WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and CONTRACTOR has caused this Amendment to be subscribed

/

/

/

in its behalf by its duly authorized officer, the day,  
month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

The SIMI Group, Inc.

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

By \_\_\_\_\_  
Riley J. Austin, Acting Chief  
Contracts and Grants Division

EXHIBIT B-4

**SCHEDULE OF DELIVERABLES AND PAYMENTS**  
**The SIMI Group, Inc.**  
**(August 30, 2003 - August 30, 2004)**

<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
0	Completed (Am-1)	High-Level Project Plan	Written documentation of: <ul style="list-style-type: none"> <li>• Overall Work Plan for CA DHS</li> <li>• CDC Update</li> </ul>	\$ 0
1	2 weeks ACA* (Am-1)	Project Work Plan	Written documentation of: <ul style="list-style-type: none"> <li>• Business Definitions</li> <li>• Detailed Project Plan</li> </ul>	\$ 7650
	1 month ACA* (Am-4)	Project Work Plan and Project Website	Written documentation of: <ul style="list-style-type: none"> <li>• Business Definitions</li> <li>• Detailed Project Plan</li> <li>• Project Website (MS Project Central / MS SharePoint Team Services)</li> </ul>	\$ 9950
2	Monthly (Am-1)	Status Reports: \$85 each, total	Written documentation of: <ul style="list-style-type: none"> <li>• Total of 12 Written Status Reports</li> </ul>	\$ 1020
	Monthly (Am-4)	Status Reports and Detailed Breakdowns: \$300 each, total	Written documentation of: <ul style="list-style-type: none"> <li>• Total of 12 Written Status Reports and Detailed Breakdowns</li> </ul>	\$ 3600
3	1 month ACA* (Am-1)	Develop System Administration	Creation of programming language for: <ul style="list-style-type: none"> <li>• Entity Relationship Diagrams</li> <li>• Business Organization</li> </ul>	\$ 5525
4	6 weeks ACA* (Am-1)	Develop User Administration	Creation of programming language for: <ul style="list-style-type: none"> <li>• Detailed Flow Charts</li> </ul>	\$ 6375
5	2 months ACA* (Am-1)	Installation & Diagnostic Testing	Diagnostic testing and installation of: <ul style="list-style-type: none"> <li>• "Black Box" Component Definition</li> <li>• Microsoft Premier Review of Components</li> </ul>	\$ 5984



<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
6	10 weeks ACA* (Am-1)	Perform Component Testing	Diagnostic testing for: <ul style="list-style-type: none"> <li>• Black Box Component Testing</li> <li>• Proof of Concept Testing: Manual Steps of each process</li> </ul>	\$ 6120
7	3 months ACA* (Am-1)	Implement System Administration	Creation of programming language and implementation of: <ul style="list-style-type: none"> <li>• Membership Reporting mechanisms</li> <li>• Proof of Concept: Core System</li> <li>• Definition: Core Statistics</li> </ul>	\$ 425
8	3 months ACA* (Am-1)	Write System Admin. Manual: Update	Written documentation of: <ul style="list-style-type: none"> <li>• Documentation/User Manual for LAC System Administrator</li> </ul>	\$ 5058
	3 months ACA* (Am-4)		Written documentation of: <ul style="list-style-type: none"> <li>• Documentation/User Manual for LAC System Administrator</li> </ul>	\$ 5058
9	4 months ACA* (Am-1)	Implement User Administration	Creation of programming language and implementation of: <ul style="list-style-type: none"> <li>• Forum/BBS mechanisms</li> <li>• Proof of Concept: Baseline with Membership</li> </ul>	\$ 10625
10	5 months ACA* (Am-1)	Develop Acceptance Plan	Written documentation of: <ul style="list-style-type: none"> <li>• Acceptance plan</li> </ul>	\$ 987
11	5 months ACA* (Am-1)	Conduct First System Test	Diagnostic testing of: <ul style="list-style-type: none"> <li>• Production Test: Forum Promo</li> <li>• Beta Test: Baseline, membership, forums</li> </ul>	\$ 9000
12	6 months ACA* (Am-1)	Conduct Second System Test	Diagnostic testing of: <ul style="list-style-type: none"> <li>• Production Test: Baseline, membership, forums</li> <li>• Beta Test: core statistics</li> <li>• Knowledge Transfer</li> </ul>	\$ 9520

<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
13	7 months ACA* (Am-1)	Conduct Final System Test	Diagnostic testing of: <ul style="list-style-type: none"> <li>• Production: Baseline, membership, forums, core statistics</li> <li>• Beta Test: Forum Promo</li> </ul>	\$ 6375
	12 months ACA* (Am-4)	Conduct Final System Test: New Development	Diagnostic testing of: <ul style="list-style-type: none"> <li>• Production: Baseline, membership, forums, core statistics (4)</li> <li>• Beta Test: Forum Promo (4)</li> </ul>	\$ 10,000
14	8 months ACA* (Am-1)	Write System End-User Manuals	Written documentation of: <ul style="list-style-type: none"> <li>• Documentation/User Manual for End Users (HASTEN Membership)</li> </ul>	\$ 425
	11 months ACA* (Am-4)	Write System End-User Manuals: New Development	Written documentation of: <ul style="list-style-type: none"> <li>• Documentation/User Manual for End Users (HASTEN Membership)</li> </ul>	\$ 850
	1 year ACA* (Am-1)	Final Payment	<ul style="list-style-type: none"> <li>• @ 15% of each deliverable per invoice now paid</li> </ul>	\$ 13251
15	August 30, 2002 (Am-1)	<b>Maintenance &amp; Modifications</b>	<ul style="list-style-type: none"> <li>• Maintenance &amp; Modifications: 200 hours @ \$175/hour</li> <li>• Maintenance &amp; Modifications: 85.7 hours @ \$175/hour (1)</li> </ul>	\$ 35084 \$ 15000
	August 30, 2003 (Am-2, Am-3)		<ul style="list-style-type: none"> <li>• Maintenance &amp; Modifications: 142.88 hours @ \$175/hour (2)</li> </ul>	\$ 25000
			<ul style="list-style-type: none"> <li>• Maintenance &amp; Modifications: 64 hours @ \$175/hour (3)</li> </ul>	\$ 11200
	August 30, 2004 (Am-4)		<ul style="list-style-type: none"> <li>• Maintenance &amp; Modifications: 750 hours @ \$115/hour (4)</li> </ul>	\$ 86250
16	12 months ACA* (Am-1)	Provide Interface with Other Systems	<ul style="list-style-type: none"> <li>• Interface with Other Systems: EMIS, VCMR</li> </ul>	\$ 15000

<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
17	12 months ACA* (Am-1)	Provide Distance Learning Capacity	<ul style="list-style-type: none"> <li>Distance Learning Capacity for broadcasting professional talks</li> </ul>	\$ 10000
18	12 months, ACA* (Am-2)	Provide Broadcast Fax Capability	<ul style="list-style-type: none"> <li>Provide full mass broadcast fax capability for 5,000 recipients</li> </ul>	\$ 25000
19	11 months ACA* (Am-3)	Develop Plan and Configure System for Communications Exercise	<ul style="list-style-type: none"> <li>Planning and requirements definition for communications exercise</li> <li>Configuration of system for communications exercise</li> <li>Pilot testing and evaluation</li> </ul>	\$ 6400
20	12 months ACA* (Am-3)	Perform Communications Exercise & Develop Post-Exercise Analyses	<ul style="list-style-type: none"> <li>Real-time monitoring and technical support for communications exercise</li> <li>Written documentation: post-exercise analysis and reports</li> </ul>	\$ 4800
	6 months ACA* (Am-4)		<ul style="list-style-type: none"> <li>Real-time monitoring and technical support for communications exercise</li> <li>Written documentation: post-exercise analysis and reports</li> </ul>	\$ 4800
	11 months ACA* (Am-4)		<ul style="list-style-type: none"> <li>Real-time monitoring and technical support for communications exercise</li> <li>Written documentation: post-exercise analysis and reports</li> </ul>	\$ 4800
21	12 months ACA* (Am-4)	Provide Standard Support and Training for System Deployment	<ul style="list-style-type: none"> <li>Operational support for County and key partners</li> <li>Training Support (e.g. Trainer module, e-mail support, on-site training)</li> </ul>	\$ 37760
22 [KEY]	5 months ACA* (Am-4)	Provide Technical Evaluation, and Planning for Phase I, II, III	<ul style="list-style-type: none"> <li>Technical evaluations of system options, infrastructure, and architectural solution designs for Phase I, II, and III</li> <li>Technical documentation including detailed implementation guides and resource requirement evaluations for Phase I, II, and III</li> </ul>	Phase I \$ 9738  Phase II \$ 24347  Phase III \$ 34085

<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
23	12 months, ACA* (Am-4)	Provide System Disaster Recovery and Testing Plan	<ul style="list-style-type: none"> <li>Develop HASTEN Operational Disaster Recovery Plan</li> <li>Develop a disaster test scenario</li> <li>Assist County with Disaster Recovery test</li> </ul>	\$ 27600
24 [KEY]	12 months ACA* (Am-4)	Develop Acceptance Plans and Perform Testing for Project Phases	<ul style="list-style-type: none"> <li>Develop Written Documentation of Acceptance Test for Phases I, II, and III.</li> <li>Perform Acceptance Test for Phases I, II, and III.</li> <li>Provide Results of Acceptance Test for Phases I, II, and III</li> </ul>	Phase I \$ 10200  Phase II \$ 10200  Phase III \$ 10200
PHASE I				
25	Monthly, Up to 1 year ACA* (Am-4)	Provide Interim Hosting Services (Phase I)	<ul style="list-style-type: none"> <li>Monthly hosted operating environment until terminated by County @ \$5600/month</li> </ul>	Up to a Maximum: \$57120
26 [KEY]	5 months, ACA* (Am-4)	Provide System Scale-Up (Phase I)	<ul style="list-style-type: none"> <li>Systems engineering for scale-up including services for existing Sacramento site, creation of redundant site, and migration to primary Los Angeles location.</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 79824
	6 months, ACA* (Am-4)	PHASE I FINAL PAYMENT:	<ul style="list-style-type: none"> <li>@ 15% of each deliverable per invoice now paid for Phase I deliverables (22 - Phase I, 24-Phase I, 25, &amp; 26 only) **</li> </ul>	\$ 27684
PHASE II				
27 [KEY]	8 months, ACA* (Am-4)	Provide System Enhancements - New Features (Phase II)	<ul style="list-style-type: none"> <li>Implement and Evaluate features in Exhibit C-4, where applicable.</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 42670

<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
28	6 months, ACA* (Am-4)	Provide Software System Upgrades (Phase II)	<ul style="list-style-type: none"> <li>• Migration of System to SharePoint Portal Server 2003, Exchange Server 2003 (or equivalent)</li> <li>• Maintain current levels of Microsoft applications and security</li> <li>• Perform Component Testing and Provide Written Results.</li> </ul>	\$ 41140
29	6 months, ACA* (Am-4)	Provide Wireless System Pilot (Phase II)	<ul style="list-style-type: none"> <li>• Authentication via IPSEC VPN</li> <li>• Ability to receive, send and respond to Alerts; read and post documents, while maintaining secure connection</li> <li>• Perform Component Testing and Provide Written Results.</li> </ul>	\$ 22831
30	6 months, ACA* (Am-4)	Provide Tiered Portal Access and Security (Phase II)	<ul style="list-style-type: none"> <li>• Define a Content Management Server pilot for the System</li> <li>• Implement Proof of Concept system</li> <li>• Integration into System</li> <li>• Perform Component Testing and Provide Written Results.</li> </ul>	\$ 51680
31 [KEY]	7 months, ACA* (Am-4)	Provide Public Health Gateway and Two-Factor Authentication Pilot (Phase II)	<ul style="list-style-type: none"> <li>• Design and implement a Public Health Gateway</li> <li>• Define and operate two-factor authentication pilot</li> <li>• Assess current security standards and policies and implement in System</li> <li>• Documentation of Application Integration with the Single Sign On service</li> <li>• Implement a working Proof of Concept</li> <li>• Integration into System</li> <li>• Perform Component Testing and Provide Written Results.</li> </ul>	\$ 61880

<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
	9 months, ACA* (Am-4)	PHASE II FINAL PAYMENT	<ul style="list-style-type: none"> <li>@ 15% of each deliverable per invoice now paid for Phase I deliverables (22 - Phase II, 24-Phase II, 27 through 31 only)**</li> </ul>	\$44956
PHASE III				
32 [KEY]	11 months, ACA* (Am-4)	Provide External Messaging Gateway for Electronic Data Exchange with Public Health Partners (Phase III)	<ul style="list-style-type: none"> <li>Documentation of interface points, protocols, and use cases</li> <li>Provide external messaging gateway using E*Gate (or equivalent interface development tools) and County programmers, where applicable</li> <li>Implementation of interface with CA DHS CELDAR Project and a minimum of 3 commercial laboratories and 3 hospitals</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 81770
33	11 months, ACA* (Am-4)	Provide Design for Internal Message Broker/Event Processor (Phase III)	<ul style="list-style-type: none"> <li>Documentation of interface points, protocols, and services including description of use cases, cross-authentication mechanisms, and authorization</li> <li>Implementation of Events Processing Engine pilot solution</li> <li>Integration into System</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 52955
34 [KEY]	7 months, ACA* (Am-4)	Integration 3 <sup>rd</sup> Party Software and Services for Enhanced Alert Broadcasting and Message Dissemination (Phase III)	<ul style="list-style-type: none"> <li>Comparison of integration options and feature set of selected 3<sup>rd</sup> party option</li> <li>Documentation of application deployment activities</li> <li>Implementation of working Proof of Concept</li> <li>Integration into System, via subcontract, as necessary</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 36210
35	7 months, ACA* (Am-4)	Provide Evaluation and Assistance with Purchase of Hardware for LMS (Phase III)	<ul style="list-style-type: none"> <li>Provide assistance in the selection of hardware to support integration of LMS within System environment</li> <li>Documentation of key findings and hardware recommendations</li> </ul>	\$ 13090

<u>Deliv #</u>	<u>Date Due</u>	<u>Deliverable Title</u>	<u>Components</u>	<u>Amount Payable</u>
36 [KEY]	8 months, ACA* (Am-4)	Provide Integration of 3 <sup>rd</sup> Party Learning Management System (Phase III)	<ul style="list-style-type: none"> <li>Design and documentation of integration solution</li> <li>Integrate and deploy pre-selected 3<sup>rd</sup> party Learning Management System through System and Public Health Gateway</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 47770
37	10 months, ACA* (Am-4)	Develop E-Learning Modules for LMS and Provide Expanded Capacity for Distance Learning (Phase III)	<ul style="list-style-type: none"> <li>Development of E-Learning modules using subcontractors, as necessary</li> <li>Support for web casting and streaming technologies</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 45390
38	10 months, ACA* (Am-4)	Provide Integration with California State DHS CAHAN System (Phase III)	<ul style="list-style-type: none"> <li>Documentation of interface points, protocols, and services including description of use cases, cross-authentication mechanisms, and authorization</li> <li>Implementation appropriate interfaces with CAHAN, as described in Exhibit D-4</li> <li>Perform Component Testing and Provide Written Results.</li> </ul>	\$ 40290
	12 months, ACA* (Am-4)	PHASE III FINAL PAYMENT	<ul style="list-style-type: none"> <li>@ 15% of each deliverable per invoice now paid for Phase I deliverables (22-Phase III, 24-Phase III, 32 through 38 only)**</li> </ul>	\$63840
AMENDMENT 4 SUBTOTAL				\$ 1,100,538
TOTAL CONTRACT SUM				\$ 1,336,362

\* ACA = "After Contract Approved"

\*\* 15% of each deliverable will be provided in a final payment at the end of each Phase and is based on the successful completion of activities requested and final approval by County Project Director for each Phase.

Note: Items indicated in **Bold** are associated with Amendment #4 and payable to Contractor during the Term of the Agreement.

**Public Health Information Network  
Functions and Specifications For Public Health  
Preparedness and Response  
(February 8, 2002)**

**Function #1 - The Automated Exchange of Data Between Public Health Partners**

This function involves the ability to securely and automatically send and receive information, as appropriate, between two computer systems, to achieve a "live" network for data exchange between partners in public health. Specific data and technical standards for event detection, the management of possible cases, case contacts, potential threats, specimens, lab results, alerts and procedures are referenced in other parts of this appendix. The specifications for this function define the technical infrastructure necessary to exchange this information between a computer system at one public health partner and a computer system at another public health partner.

This function should be implemented for the purpose of sending and receiving information between partners in public health including state and local public health agencies that run information systems. It should be used by laboratories participating in emergency preparedness and response activities and, at least in a sending mode, by participating clinical sites. The presentation of information to clinical sites and other participants in public health may be accomplished by public and secure web-based viewing via technologies identified in other included functions.

**Technical Specifications**

One side of each system-to-system data exchange will install and maintain an ebXML compliant SOAP web service that can be reached via an HTTPS connection after appropriate authentication. The other side of the system-to-system data communication can be behind a firewall where a traditional HTTPS port is open (as is normal for secure web access). Bidirectional messaging is possible through this implementation, but some partner to partner exchanges will have authenticated web services on both sides of the "conversation." Messages will be in the industry standard ebXML format and will include standardized HL7 Version 2.3, HL7 Version 3.0, X12 and LDIF



message content. Software to enable public health ebXML messaging will be available for download from the CDC.

Sensitive data should be encrypted prior to being sent through the secure HTTPS data transport. Stored data from messages should be protected using strong authentication and other security precautions identified in Function #9 (IT Security and Critical Infrastructure Protection). Message creation and parsing to support system-to-system data exchange can be accomplished via a dedicated interface engine, HL7 message and translation software components, or integration broker technologies running on Windows NT / 2000, LINUX or UNIX servers. The ability to translate and manipulate LOINC, SNOMED, ICD and CPT codes and to map local codes into these standards will be necessary to process some messages. Specific messages, including their message structures and vocabularies, are referenced in other functions and/or identified for further specification at the end of this document. Systems participating in this function need to be connected to the Internet at all times (they should not require manual dial-up each time for connection). The connection shall be a minimum of 56Kbps with a strong recommendation for 384 Kbps or greater.

#### **Evaluation of Function**

Regular testing of this function with reporting on completed data exchange between relevant public health partners should be initiated by the end of 2002. Successful fulfillment of this function will mean, for example, that a message can be sent from the CDC to appropriate public health agencies (state and/or local) covering every jurisdiction in the United States and its associated territories or that an electronic message about a bioterrorism pathogen could originate in a clinical or lab setting, be immediately sent via secure means, and no necessary human intervention, to the responsible local or state health department, where it would be immediately available for processing and analysis. The message would also be immediately electronically sent in linked, but de-identified form to the appropriate federal agencies.

#### **Function #2 - The Use of Electronic Clinical Data for Event Detection**

This function involves the receipt, management and processing of electronic data from clinical care sites, laboratories or their proxies, for the purpose of surveillance for the identification of a possible bioterrorism or other public health events. The data may originate in

clinical care, laboratory information management or admission discharge and transfer systems and may be provided directly from clinical care sites or through their proxies. Accumulated data need to be stored in the specified standard data format, to be analyzable by humans and automated detection algorithms, to be presentable in tabular, geospatial and other report formats, and to be automatically sent, in appropriate aggregate or individual form, to other public health participants.

This function should be implemented by state and/or local public health agencies receiving electronic data from clinical sites and their surrogates. If implemented by the local health department, specified<sub>1</sub> data will be sent in real time to the responsible state health department, and in turn, other specified<sub>2</sub> data will be sent to federal agencies. If implemented by a state health department for a particular jurisdiction, local public health officials should be provided real-time secure access to the data for their jurisdiction.

#### **Technical Specifications**

Data will be received by public health partners via ebXML messaging identified in Function #1 (The Automated Exchange of Data Between Public Health Partners). Data storage should occur using the NEDSS logical data model specification of the HL7 Reference Information Model and extensions made to accommodate syndromic and other clinical data that will be completed in early 2002<sub>3</sub>. Data accumulated for this purpose need to be stored in a format compatible with the NEDSS / HL7-compatible Logical Data Model so that general analytic and reporting tools can be developed. The data repository should be able to associate incoming data with appropriate existing data (e.g., a report of a disease in a person who had another condition previously reported), and should function so that data can be accessed by standards-based interaction with commercial products for reporting, statistical analysis, geographic mapping and automated outbreak detection algorithms, as well as the processing of queued data from and for electronic messages. The data repository should implement common database technology (e.g., Sybase, Oracle or SQL Server) running on servers using Windows NT/2000/XP, LINUX, or UNIX and supporting ODBC, ANSI standard SQL and JDBC access.

#### **Evaluation of Function**

Regular evaluation of the number of hospital and primary care sites that are functioning (as evidenced by receiving data from each site) compared with the total number of possible hospital

and primary care sites in a state should be accumulated by the end of 2002.

### **Function #3 Manual Data Entry for Event Detection and Management**

This function involves the capability to accumulate, at a public health agency, manually entered syndromic and other data (utilization, clinical census, aggregate diagnoses) from clinical points of care that may provide surveillance for the identification of a possible bioterrorism or chemical attack. It should also support heightened surveillance capabilities (more sensitive and detailed) for implementation during high profile events or after the identification of a likely case. Accumulated data need to be stored in the specified standard data format, so they may be analyzable by humans and automated detection algorithms, to be presentable in tabular, geospatial and other report formats, and to be automatically sent, in appropriate aggregate or individual form to other public health participants as specified in Function #1 (The Automated Exchange of Data Between Public Health Partners) and in the relevant message format.

Systems to detect possible events need to link seamlessly (including the ability to track back to specific cases) with systems for case management, contact tracing and other public health follow-up and response activities.

This function should be implemented by state and/or local public health agencies performing electronic surveillance. If implemented by the local health department, specified<sub>1</sub> data will be sent in real time to the responsible state health department and, in turn, specified<sub>2</sub> data will be sent to appropriate federal agencies. If implemented by a state health department for a particular jurisdiction, local public health officials will be provided real-time secure access to their jurisdictional data.

### **Technical Specifications**

The storage of data accumulated in this manner should follow the data specifications identified in Function #2 (The Use of Electronic Clinical Data for Event Detection) including the NEDSS logical data model specification of the HL7 Reference Information model and extensions identified in early 2002<sub>3</sub>. Secure browser-based data entry should be used for data input and results reporting from and to primary care clinical care sites and other sources (e.g., infection control practitioners, small laboratories). Web browser-based data systems should be developed using commercial application server technology as part of a multi-tiered web development system using open-platform web

servers (e.g., Apache, Microsoft's IIS, Netscape) running on Windows NT / 2000 /XP, LINUX or UNIX and supporting generic web browsers(HTML 3.0+ / Java. The web server, the application server and the database server should be separate tiers of this system. JavaScript for field-based data validation in the browser and EJB, CORBA, or DNA (DCOM) components on the server can be implemented for application logic. Application servers, regardless of physical platform, should be able to run shared JAVA code. Data delivery to an associated database should use ANSI standard SQL and ODBC or JDBC connectivity. Security over the Internet should be implemented using strong authentication, (Secure Sockets Layer (SSL) capable server and industry standard client certificates or token-based for authentication and selective authorizations). Firewalls will be necessary to protect accumulated data as described in Function #9 (IT Security and Critical Infrastructure Protection).

#### **Evaluation of Function**

Regular evaluations of the number of hospital, local health department and other primary care sites that are functioning (as evidenced by receiving data from each site) compared with the total number of possible hospital and primary care sites should be accumulated by the end of 2002.

#### **Function #4 - Specimen and Lab Result Information Management and Exchange**

This function involves the ability to receive laboratory requests, accept specimen and sample data, manage these data and immediately report electronic results to public health partners. The function draws on the same infrastructure as Function #1 (The Automated Exchange of Data Between Public Health Partners). It also involves specific capabilities to receive specimen information and lab result reports from labs without electronic laboratory reporting and to manage and process data internal to the lab in Laboratory Information Management Systems (LIMS) in such a way that electronic lab result reports will be immediately available.

This function should be used by public health laboratories and public health partner laboratories with electronic information systems. Specimen and sample data need to be accumulated by other public health partners using the same data and data exchange standards as public health laboratories. Accumulated data need to be automatically sent, in appropriate aggregate or individual form to other public health participants as per

Function #1 (The Automated Exchange of Data Between Public Health Partners).

#### **Technical Specifications**

Data associated with these activities need to be stored in HL7 compatible data formats. Coding of request and results messages with the LOINC and SNOMED vocabularies is a necessary component of the reliable interchange of data. Information exchange and message creation and parsing should be fulfilled as per Function #1 (The Automated Exchange of Data Between Public Health Partners). Web systems for receiving specimen information and for the entry of small numbers of lab results by facilities that are unable to exchange messages may also be supported. Web based results reporting should only be supported for entry to an organization participating in Function #1. Web based results entry does not fully meet the requirements for a "live" network for data exchange between partners in public health.

#### **Evaluation of Function**

Regular evaluation of the number of public health laboratories that can electronically manage specimen and results data, can code data with the appropriate vocabularies, and can automatically exchange data with partner public health organizations should be initiated by the end of 2002.

#### **Function #5 - Management of Possible Case, Contacts and Threat Data**

This function involves having public health bioterrorism and preparedness systems that can manage all relevant data types and trace possible cases from detection, through lab testing and confirmation, possible prophylaxis and/or vaccination, adverse events monitoring, follow-up and possible death. These needs put a high emphasis on maintaining associated demographic (home and occupation), contact (communicable disease tracing), clinical, geospatial and event data (threat, facility, etc.) in forms that can be readily associated, re-linked and processed. Registry deduplication and automated record linking capabilities should be established to ease data exchange between partners. Emphasis should be given to the development of management systems that allow for the management of public health surveillance and response data beyond the needs of case detection and alerting. This function should be implemented by either a state and/or local health department for every jurisdiction in the United States and its associated territories.

### **Technical Specifications**

The input and management of possible case and contact data should comply with the standards and specifications in Functions #1-4 above. Potential cases should be "linked" and traceable from detection via electronic sources of clinical data or manual entry of potential case data through confirmation via laboratory result reporting. Data storage should be implemented as specified in Function #2 (The Use of Electronic Clinical Data for Event Detection) using the NEDSS logical data model specification of the HL7 Reference Information Model and extensions thereof (completed for this purpose in early 2002). Data input and management should be implemented via Web browser-based systems as identified in Function #3 (Manual Data Entry for Event Detection and Management). Lab results should be derived from systems as identified in Function # 4 (Specimen and Lab Result Information Management and Exchange) and exchanged as per Function #1 (The Automated Exchange of Data Between Public Health Partners).

### **Evaluation of Function**

Local and state public health agencies should initiate the evaluation of this function including consideration of tracking threats and cases and managing case contacts. A program of annual validation should be managed by the local and state public health agencies.

### **Function #6 - Analysis and Visualization**

This function involves the ability to analyze, display, report and map data accumulated and stored according to the specifications in Functions #1 through 5 above. Selective data reporting according to user need-to-know, statistical analysis, Geographic Information Systems (GIS) and other visualization, display and mapping functions will be implemented using COTS (commercial off the shelf software) solutions through industry standards for access to the data repository. This function also involves the ability to install and operate outbreak detection algorithms that operate via standards base access to the specified data structures.

This function should be implemented by state and/or local health departments, which are supporting the storage and management of data as per Functions #2-5.

### **Evaluation of Function**

Public health agencies that support information systems should evaluate their ability to clearly present, analyze and report accumulated data to meet detection, management and preparedness

programmatic needs. Formal usability analysis should be considered for all systems and custom built reports.

#### **Technical Specifications**

Commercial reporting systems (e.g., Crystal Reports or Actuate), statistical analyses software (e.g. SAS or SPSS) and GIS software (e.g., ArcView or MapInfo) will be integrated using ODBC and JDBC data access. Security and access control will be applied for remote access over public networks using SSL and certificate or token-based authentication with appropriate authentication and authorization.

#### **Function #7 - Directories of Public Health and Clinical Personnel**

This function involves the support of a directory of public health participants (including primary clinical personnel) and participants' roles and contact information for every jurisdiction. These directories will be in a form as to be immediately usable for the direct or relayed transmission of public health notifications (via e-mail, pagers, voicemail, and/or automated faxing). The directories will also be regularly exported, in a specified data format, to appropriate public health partners (local, state and federal) to ensure redundant and complementary functions. These directories can also be used to support authentication of identified personnel to restricted access electronic resources. The directories should, minimally, be able to support the retrieval of individuals based on name, public health role, organizational affiliation and geographical location.

This function should be implemented by a state and/or local health department to achieve coverage of the United States and its associated territories.

#### **Technical Specifications**

These directories will present a Lightweight Directory Access Protocol (LDAP v3.0) standard-based service to allow data access and sharing across multiple computer systems and, as appropriate, organizational boundaries. Directory information transfer and sharing will be supported by a standard message format based on the LDAP Data Interchange Format (LDIF) standard. Data fields in the directory will use X.500 standards for field type and length. Implementation for individuals will be based on existing LDAP standards as embodied in the person, organizational Person, and inetOrgPerson LDAP object classes. Complete specification for LDIF format of LDAP data

fields is in draft form and will be reviewed by public health partners and published in early 2002.<sup>4</sup> LDIF data messages should be exchanged between public health partners as content of ebXML messages as described in Function #1 (The Automated Exchange of Data Between Public Health Partners).

### **Evaluation of Function**

Regular evaluation by local and state public health agencies of coverage (percent of target individuals included), effectiveness, and accuracy of the directories should be initiated by the end of 2002.

### **Function #8 - Public Health Information Dissemination and Alerting**

This function includes the ability to receive, manage and disseminate alerts, protocols, procedures and other information for dissemination to public health workers, primary care physicians, public health laboratorians, and public health partners in emergency response. It includes the ability to "push" information via messages and allow participants to "pull" information via the browsing of secure web sites. It may also include the support of interactive communication sites for threaded discussion capabilities. Message distribution between public health partners will be in a specified formats. Immediate distribution to public health partners should be possible through one or more mechanisms (e-mail, pagers, voicemail, and/or automated faxing). Based on specified message descriptors for level of criticality and for involved program areas, the responsible organization will be able to immediately pass on highly critical information (as specified in message format) to personnel in their directory and, as needed recursively, to sub-jurisdictions with directories so that all public health and clinical personnel can be notified. Edit messages for local needs and then transmit when they contain less time critical information. Direct information to appropriate audiences based on the agreed to message subject descriptors and corresponding recipient descriptors in the public health directories identified in Function #8 (Directories of Public Health and Clinical Personnel). Securely archive information for subsequent viewing and facilitate secure discussion of public health issues through authenticated access to an appropriate web site. This function should be implemented, by a responsible local and/or state health department for full coverage of the United States and its associated territories. This function will serve critical and non-critical notification purposes among public health participants.



### **Technical Specifications**

Message formats will be developed with content and descriptors in compatible XML format. Specific presentations of content will be translatable and shareable in ASCII text format for e-mail messages and faxes. Web browser-based data systems should be developed using commercial application server technology as part of a multi-tiered web development system using open-platform web servers (e.g., Apache, Microsoft's IIS, Netscape) running on Windows NT / 2000 /XP, LINUX or UNIX and supporting generic web browsers (HTML 3.0+ / Java). Secure web presentation over the Internet should be implemented using strong authentication, (Secure Sockets Layer (SSL) capable server and industry standard client certificates or token-based for authentication and selective authorizations). Systems should be protected according to Function #9 (IT Security and Critical Infrastructure Protection).

### **Evaluation of Function**

Regular evaluation by local and state public health agencies of coverage (the percent of individuals reached by messages and in what timeframe) should be initiated by the end of 2002. Periodic exercises should be employed to assess the effectiveness of the function.

### **Function #9 - IT Security and Critical Infrastructure Protection**

This capability involves assuring that access to sensitive or critical information and information systems is not lost, destroyed, misappropriated or corrupted by a internal or external male factor or by systems failure or catastrophic event and that information is protected is ways that meet or exceed HIPAA standards. The function should also assure that processes cannot be initiated or controlled by unauthorized individuals and that continuity of operations can be maintained subsequent to a catastrophic event. This function should be implemented for all state and local health departments and other public health related organizations including clinical care and laboratory providers who run electronic information systems.

### **Technical Specifications**

Client and server X.509 digital certificates or comparable strong authentication methodology should be required for access to sensitive or critical resources from the Internet. Role-based, mandatory access control protocols, as well as realistic and effective policies for use and administration of information technology resources, should be established. Security patches

and configuration corrections should be applied promptly. Desktop and server based virus scanning, intrusion detection, network vulnerability analysis including port scanning, security policy monitoring, regular penetration testing and active threat intelligence should be employed. Continuity of operations planning and procedure implementation should incorporate man-made and natural catastrophic event management, routine offsite back-ups and hot site considerations. Security policies will be implemented with authentication based on industry standard X.509 certificates, secure tokens, and other applicable means as identified; access and control of data via selective integrated repository authorization; an encryption engine and appropriate use of encrypted data; and access control through a firewall by data routing to programs and other organizations. Firewalls will need to securely provide access to an ebXML SOAP receiver to present a service for secure Internet receipt of public health information as well as secure access to restricted access web sites.

#### **Evaluation of Function**

External verification of security and continuity processes and technology for public health agencies that support critical information systems should occur on at least a yearly basis. Independent validation and verification should include disaster simulations and intrusion detection.

#### **CDC Commitments to Support These Functions**

CDC systems developed or promoted to support these activities will:

Integrate into existing state or local strong authentication and authorization technologies using a single approach and will use a common methodology for the exchange of data between partner systems ebXML, SOAP, HTTPS and for some, not sensitive data SMTP). CDC will require only one single directory of public health, clinical and participant personnel(LDAP directory) for any particular jurisdiction. CDC will support standards-based access to major database management systems and will use the same implementation environment wherever possible and will be sensitive to the multiple operating systems and database management systems that exist on servers at state and local levels.

CDC will use single data and vocabulary standards, wherever possible, to describe the same data elements and will implement a central directory capability to provide effective linkage between state and local level directories, a central search

capability, and where appropriate, an integration of public health organizational data. The CDC will provide consultation and technical assistance on all communication and information technology components as well as the implementation of IT Functions and Specifications. The CDC will promote these industry standards-based approaches, wherever possible to other groups and organizations.

#### **List of Additional Specifications to be Detailed by Public Health Partners**

While a great number of data specifications (based on national standards like HL7, SNOMED, LOINC, ISO codes) have already been specified for the NEDSS Logical Data Model and are being specified for the HL7 Version 3.0 compatible Public Health Notification Messages, more work needs to be done by the public health partners to agree on complementary data specifications in several areas related to Emergency Preparedness, Bioterrorism, Chemical Event Detection and Response. In early 2002, the CDC will initiate several focused data modeling sessions (for data specification) and joint application development sessions (for necessary procedures) for public health partners to solidify standards-based data specifications and workflows in several areas listed below.<sup>1</sup> Public Health Notification messages including data fields and vocabulary for the exchange of possible cases, contacts and bioterrorism surveillance data between local and state health departments to be specified in early 2002.<sup>2</sup>

Public Health Notification messages including data fields and vocabulary for the exchange of linked, but de-identified, possible cases and bioterrorism surveillance data between state health departments and federal agencies to be specified in early 2002.<sup>3</sup> HL7 compatible extensions to the NEDSS logical data model to accommodate clinical and syndromic data.<sup>4</sup> An LDIF exchange format, based on X.500 naming standards, to exchange data between LDAP directories is in draft form. This draft will be reviewed and specified through a formal partner joint application development session in early 2002.<sup>5</sup> Formal modeling in the HL7 process to specify data fields and vocabulary for describing message criticality (and derivative message processing procedures), message content type descriptors (subject areas, sender type, recipient type) and potentially interested parties, etc.

**Exhibit K****Enhanced System Functionality for HASTEN  
(August 30, 2003 - August 30, 2004)**

Item	Enhancement	Description
1	Alert Forwarding	Manual and automatic forwarding alert capability according to algorithms / triggers by authorized users
2	Alternate Views of Role Directory	Allow administrators to have alternate views of roles and users (e.g. rollover effect, landscape, etc.)
3	Enhanced Support for Digital Media File Attachments	Ability to record and attach media files (e.g. .wav) for voice message distribution
4	Digital Media Archive	Ability to store and access pre-recorded media files, on demand, for alert distribution
5	Multiple Attachment Support	Ability to upload files (.pdf, .doc) for attachment with alert distribution
6	User Call-Down Scheduling Calendar	Ability for users to customize their personal call-down schedules (e.g. vacation, RDO, holiday)
7	Enterprise Messaging Support	Ability to use SYSTEM infrastructure to support advanced messaging capability to DHS users
8	Real Time Alert Tracking	Ability to monitor dissemination and progression of alert delivery to user groups in real time
9	Enhanced support for Report Generation	Ability to develop and configure standard "alert status" and "post alert analysis" reports
10	Support for Enhanced Customization of Interface	Provide additional support for changes to user interface (e.g. My Alerts report, Change of Title Headers,
11	Enhanced support for customized alert groups	Ability for authorized users to customize personal alert and message groups
12	Support for alert distribution by geographic location	Ability to disseminate alerts to targeted areas via visual map displays or geographic equivalent (census tracts, zip code, etc.)

13	Portal Management Tools	Enhance capabilities of administrators to operate, administrate, and manage portal functionality
14	Directory import / export tool	Ability to import / export contact information from System role directory
15	Mobile support tools	Ability to remotely access SYSTEM from web-enabled mobile devices
16	Collaborative Workspace	Integration of online whiteboards and collaborative online meeting environments
17	Instant Messaging / ListServ capability	Integration of instant messaging and listserv tools
18	Enhanced Message Support: Character Limit	Expanded character support for alert messages
19	ActiveSync / HotSync Support	Ability to synchronize role directory and custom alert groups with mobile devices (Phones, PDA, etc.)
20	Message / Alert Broadcast Request Form	Provide central location for users at various distributed sites to request broadcast of particular messages or alerts to personnel

Exhibit L

Proposed Elements for HASTEN Integration with CAHAN  
(August 30, 2003 - August 30, 2004)

Item	Element	Description
1	Inter-HAN Messaging	Ability to distribute and receive messages from CAHAN system according to role-based or pre-defined authorizations
2	Virtual Access to CAHAN Role Directory	Allow administrators or authorized users to view CAHAN role directory (i.e. expose CAHAN contacts to allow for enhanced communication with specific counties)
3	Automated forwarding of CAHAN / System alerts	Ability to forward on messages automatically to CAHAN roles according to event algorithms
4	Shared Alert Archive	Ability to store and access alerts distributed through CAHAN system (viewing rights of shared folders for authorized users)
5	Shared Document Folders	Ability to upload files and share documents and plans securely across HAN systems.
6	Shared Content Delivery / Access	Ability to share portal content of HAN systems (i.e. Inter-Han web-crawling feature, Posting of content across portals by authorized users)

Exhibit M

**REQUIRED SUBCONTRACT PROVISIONS**

## TABLE OF CONTENTS

1.	Applicable Documents:	I - 1
1.1	Interpretation:	I - 1
1.2	Entire Agreement:	I - 2
1.3	Definitions:	I - 2
2.	Prime Contract:	I - 2
3.	Work:	I - 2
4.	Personnel:	I - 2
5.	Compensation:	I - 3
6.	Term:	I - 4
7.	Termination:	I - 4
8.	Third Party Beneficiary:	I - 4
9.	Amendments:	I - 4
10.	Prohibition Against Assignment and Delegation:	I - 4
11.	Prohibition Against Subcontracting:	I - 4
12.	Indemnification, Insurance, and Performance Bond:	I - 5
12.1	Indemnification:	I - 5
12.2	Insurance:	I - 5
12.2.1	Liability:	I - 5
12.2.2	Workers' Compensation:	I - 6
12.3	Performance Bond:	I - 6
12.4	Failure to Procure or Maintain Insurance and Performance Bond:	I - 6
13.	Records and Audits:	I - 6
14.	Proprietary Considerations and Confidentiality:	I - 7
15.	Patent, Copyright & Trade Secret Indemnification:	I - 8
16.	Warranties:	I - 8
17.	Compliance with Applicable Law:	I - 9
18.	Fair Labor Standards:	I - 9
19.	Restrictions on Lobbying:	I - 9
19.1	Federal Funds Projects:	I - 9
19.2	All Projects:	I - 10
20.	Nondiscrimination and Affirmative Action:	I - 10
21.	Employment Eligibility Verification:	I - 11
22.	Subcontractor Performance during Civil Unrest or Disaster:	I - 12
23.	Captions and Paragraph Headings:	I - 12
24.	Waiver:	I - 12
25.	Governing Law, Jurisdiction, and Venue:	I - 12
26.	Severability:	I - 12
27.	Authorization Warranty:	I - 13
28.	Notices:	I - 13
29.	Termination for Improper Consideration:	I - 14
30.	County's Quality Assurance Plan:	I - 14
31.	Subcontractor's warranty of Adherence to County's Child support Compliance Program:	I - 15



32. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program:	I - 16
33. Subcontractor's Acknowledgment of County's Commitment to Child Support Enforcement:	I - 16
34. Confidentiality:	I - 16
35. Consideration of GAIN Program Participants for Employment:	I - 17
36. Subcontractor's Exclusion from Participation in a Federally Funded Program:	I - 17
37. Notice to Employees Regarding the Federal Earned Income Credit:	I - 17
Exhibit 1 - Statement of Work	I - 21
Exhibit 2 - Additional Terms and Conditions	I - 22
Exhibit 3 - Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement	I - 23
Exhibit 3A - Assignment and Transfer of Copyright	I - 27
Schedule A	I - 28
Exhibit 4 - Subcontractor's EEO Certification	I - 30
Exhibit I-A - Subcontract Between CONTRACTOR and Sierra Systems Consulting Inc.	I - 31
Exhibit I-B - Subcontract Between CONTRACTOR and Hewlett-Packard Company	I - 31

THIS SUBCONTRACT AGREEMENT (hereafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_ (hereafter "CONTRACTOR"), and \_\_\_\_\_ located at \_\_\_\_\_ (hereafter "SUBCONTRACTOR").

WHEREAS, CONTRACTOR has entered into Los Angeles County Contract No. \_\_\_\_\_ (hereafter "Prime Contract") with the County of Los Angeles, State of California (hereafter "COUNTY") for the purpose of \_\_\_\_\_

\_\_\_\_\_; and

WHEREAS, in order to fulfill all of its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform work in the area(s) of \_\_\_\_\_

\_\_\_\_\_; and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

**1. APPLICABLE DOCUMENTS:**

**1.1 INTERPRETATION:**

Exhibits 1, 2, 3, 3A, and 4 are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the Prime Contract and the body of this Agreement and the Exhibits thereto, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract and then to the Exhibits according to the following priority:

1. The body of this Agreement
2. Exhibit 1 - Statement of Work
3. Exhibit 2 - Additional Terms and Conditions
4. Exhibit 3 - Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement
5. Exhibit 3A - Assignment and Transfer of Copyright
6. Exhibit 4 - Subcontractor's EEO Certification

**1.2 ENTIRE AGREEMENT:<sup>1</sup>**

The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

**1.3 DEFINITIONS:**

Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings as set forth in the Prime Contract.

**2. PRIME CONTRACT:**

Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract and each and all of the provisions of the Prime Contract and any Amendments thereto shall extend to and be binding upon the parties to this Agreement.<sup>(1)</sup>

**3. WORK:**

---

<sup>1</sup> (1) Upon written request of CONTRACTOR as applicable to specific subcontracts, COUNTY's Project Director may, in his sole discretion, approve in writing the following alternative Paragraph 2 (Prime Contract) for any such subcontract to read as follows:

**"2. PRIME CONTRACT:**

Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract."

Pursuant to the provisions of this Agreement, SUBCONTRACTOR shall fully provide, complete and deliver on time all the tasks, subtasks, deliverables, goods, services, and other work set forth in Exhibit 1 (Statement of Work). Time is of the essence of SUBCONTRACTOR's performance hereunder.

**4. PERSONNEL:**

- 4.1 All SUBCONTRACTOR personnel performing work under this Agreement shall be subject to the prior and continuing approval of CONTRACTOR and COUNTY. If at any time during the term of this Agreement, any SUBCONTRACTOR personnel is not approved by CONTRACTOR or COUNTY, then SUBCONTRACTOR shall, immediately upon receipt of written or oral notice from CONTRACTOR or COUNTY, replace such personnel with substitute qualified personnel or take such other action as requested by CONTRACTOR or COUNTY.
- 4.2 If at any time during the term of this Agreement, any SUBCONTRACTOR personnel ceases performance for any reason, including, but not limited to, resignation or termination, then SUBCONTRACTOR shall, within five (5) working days, replace such personnel with substitute qualified personnel.
- 4.3 SUBCONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. CONTRACTOR and COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation benefits, or taxes, for any personnel provided by or on behalf of SUBCONTRACTOR.
- 4.4 SUBCONTRACTOR understands and agrees that all persons performing work under this Agreement are, for purposes of workers' compensation liability, the sole employees of SUBCONTRACTOR and not employees of CONTRACTOR or COUNTY. SUBCONTRACTOR shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of SUBCONTRACTOR pursuant to this Agreement.

4.5 SUBCONTRACTOR shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit 3) for each of its employees performing work under this Agreement. Such agreements shall be delivered to COUNTY's Project Director, \_\_\_\_\_, on or immediately after the effective date of this Agreement but in no event later than the date any such employee first performs work under this Agreement.

5. **COMPENSATION:**

All compensation to SUBCONTRACTOR under this Agreement shall be paid by CONTRACTOR and shall be as set forth in Exhibit 2 (Additional Terms and Conditions). CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to SUBCONTRACTOR and its officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for SUBCONTRACTOR or its officers, employees, and agents. Without limitation of the foregoing, SUBCONTRACTOR disclaims any right to seek any payment from COUNTY for any and all compensation or recovery of any of its costs, or to assert any lien against COUNTY, its assets or rights in the System or any element thereof, on account thereof.

6. **TERM:**

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue through \_\_\_\_\_ unless sooner terminated, in whole or in part, as provided in this Agreement.

7. **TERMINATION:**

CONTRACTOR shall have the right to terminate this Agreement, in whole or in part, at any time by giving written notice to SUBCONTRACTOR when such action is deemed by CONTRACTOR to be in its best interest. This Agreement shall also terminate, in whole or in part, upon receipt by CONTRACTOR of written notice from COUNTY that COUNTY has withdrawn its approval of SUBCONTRACTOR.

8. **THIRD PARTY BENEFICIARY:**

CONTRACTOR and SUBCONTRACTOR understand and agree that this Agreement is entered into for the benefit of COUNTY and that COUNTY is hereby expressly made a third party beneficiary of this Agreement.

**9. AMENDMENTS:**

The provisions of the body of this Agreement and the Exhibits thereto shall not be changed in any way by CONTRACTOR or SUBCONTRACTOR without the prior written consent of COUNTY, and any unapproved change shall be null and void. No changes to the body of this Agreement or the Exhibits thereto shall be valid and effective unless made in the form of a written Amendment which is approved in writing by COUNTY and which is formally executed by authorized officials of CONTRACTOR and SUBCONTRACTOR.

**10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:**

This Agreement, or any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by CONTRACTOR or SUBCONTRACTOR, and any assignment or delegation shall be null and void, except that in the event of termination of the Prime Contract, CONTRACTOR has the right to assign this Agreement to COUNTY.

**11. PROHIBITION AGAINST SUBCONTRACTING:**

No performance of this Agreement, or any part thereof, shall be subcontracted by SUBCONTRACTOR, and any subcontract shall be null and void.

**12.1 INDEMNIFICATION, INSURANCE, PERFORMANCE BOND**

**12.1 INDEMNIFICATION:**

CONTRACTOR and SUBCONTRACTOR agree to indemnify, defend, and hold harmless each other, their officers, employees, and agents from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR's

or SUBCONTRACTOR's operations or their services, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party).

## 12.2 INSURANCE:

Without limiting either party's indemnification of the other and during the term of this Agreement, CONTRACTOR and SUBCONTRACTOR shall each provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to and not contributing with any other insurance maintained by COUNTY. Certificates or other evidence of coverage shall be delivered to COUNTY's Project Director,

\_\_\_\_\_, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

### 12.2.1 LIABILITY:

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
  - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
  - b. If written on a claims made form, CONTRACTOR and SUBCONTRACTOR shall continue to name COUNTY as an additional insured or provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.
2. Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence.

#### **12.2.2 WORKERS' COMPENSATION:**

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with a One Million Dollar (\$1,000,000) limit, covering all persons who provide services for CONTRACTOR and SUBCONTRACTOR.

#### **12.3 PERFORMANCE BOND:**

Prior to the effective date of this Agreement, SUBCONTRACTOR shall furnish to COUNTY a performance bond in the sum of not less than twenty-five percent (25%) of the total compensation due to SUBCONTRACTOR under this Agreement payable to the County of Los Angeles and CONTRACTOR and executed by a corporate surety licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by SUBCONTRACTOR of the terms and conditions of the Agreement, and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. At its sole option, COUNTY may accept Certificates of Deposit, Cash Deposits, or United States Government Securities in lieu of commercial bonds to meet this provision. Such alternative performance bonds shall be made payable to County of Los Angeles and CONTRACTOR and shall be deposited with COUNTY's Auditor-Controller.

#### **12.4 FAILURE TO PROCURE OR MAINTAIN INSURANCE AND PERFORMANCE BOND:**

Failure on the part of SUBCONTRACTOR to procure or maintain the required insurance and performance bond shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Paragraph 7 (Termination).

#### **13. RECORDS AND AUDITS:**

- 13.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. SUBCONTRACTOR agrees that COUNTY, or its duly authorized



representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by SUBCONTRACTOR and shall be made available to CONTRACTOR and COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless written permission of both CONTRACTOR and COUNTY is given to dispose of any such material prior to such time. All such material shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, SUBCONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

13.2 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

13.3 Failure on the part of SUBCONTRACTOR to comply with the provisions of this Paragraph 13 shall constitute a material breach of this Agreement upon which CONTRACTOR may immediately terminate or suspend this Agreement.

**14. PROPRIETARY CONSIDERATIONS AND CONFIDENTIALITY:**

**THE FOLLOWING PARAGRAPH 14 SHALL APPLY ONLY TO MATERIALS, DATA, AND INFORMATION, IF ANY, DEVELOPED UNDER THIS AGREEMENT.**

14.1 CONTRACTOR and SUBCONTRACTOR agree that all materials, data, and information developed under this Agreement shall become the sole property of COUNTY, and SUBCONTRACTOR hereby assigns and transfers to COUNTY all SUBCONTRACTOR's right, title, and interest in and to all such materials, data, and information, provided that

SUBCONTRACTOR may retain possession of all working papers prepared by SUBCONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

14.2 Whenever requested by COUNTY, SUBCONTRACTOR shall: (1) promptly execute and deliver to COUNTY all papers, instruments, and other documents requested by COUNTY to reflect SUBCONTRACTOR's assignment and transfer to COUNTY of all SUBCONTRACTOR's right, title, and interest in and to the items described in this Paragraph 14, and (2) promptly perform all other acts necessary to carry out the terms of this Agreement.

14.3 CONTRACTOR and SUBCONTRACTOR shall protect the security of and keep confidential all materials, data, and information received or produced under this Agreement.

**15. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:**

SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY from and against any and all claims, liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys fees, for or by reason of any actual or alleged infringement of any United States patent, copyright, or any actual or alleged trade secret disclosure or misappropriation arising from or related to the operation and utilization of SUBCONTRACTOR's work under this Agreement.

**16. WARRANTIES:**

16.1 SUBCONTRACTOR represents, warrants, covenants, and agrees that SUBCONTRACTOR shall promptly correct any and all defects, errors, or omissions in the tasks, subtasks, deliverables, goods, services, and other work provided pursuant to this Agreement in order to conform and comply with all specifications, requirements, standards, and representations set forth in this Agreement. The correction of any such defects, errors or omissions shall be at no cost to CONTRACTOR or COUNTY.

16.2 SUBCONTRACTOR further represents, warrants, covenants, and agrees that:

- A. SUBCONTRACTOR shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement.
- B. All tasks, subtasks, deliverables, goods, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
- C. Any software or data analysis used by SUBCONTRACTOR shall be available to CONTRACTOR and COUNTY during the term of this Agreement and for a period of five (5) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of SUBCONTRACTOR and related to this Agreement;
- D. All tasks, subtasks, deliverables, goods, services and other work shall be completed in accordance with this Agreement, the Prime Contract, industry standards, and hardware manufacturers' specifications.
- E. All hardware and software provided under this Agreement shall perform according to the requirements as set forth in Exhibit 1 (Statement of Work).
- F. All documentation developed under this Agreement shall be uniform in appearance.
- G. SUBCONTRACTOR shall not intentionally introduce into the System Software or any County system any disabling code, "worm", or other device which would or could have effect of compromising the security of COUNTY's confidential information or hampering, interfering with or otherwise adversely affecting COUNTY's operations or COUNTY's use of the System at any COUNTY facility.
- H. SUBCONTRACTOR shall use its best efforts to prevent viruses from being incorporated or introduced into the System.
- I. Any and all software and hardware provided under this Agreement will accurately determine chronological dates and accurately perform all calculations, data manipulations, sorting and transmission of date data regardless of whether the date data represents or references different centuries.

**17. COMPLIANCE WITH APPLICABLE LAW:**

- 17.1 SUBCONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

17.2 SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of SUBCONTRACTOR, its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances or directives.

**18. FAIR LABOR STANDARDS:**

SUBCONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY, their officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by SUBCONTRACTOR's employees for which CONTRACTOR or COUNTY may be found jointly or solely liable.

**19. RESTRICTIONS ON LOBBYING:**

**19.1 FEDERAL FUNDS PROJECTS:**

If any Federal funds are to be used to pay for any of SUBCONTRACTOR's work under this Agreement, SUBCONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

**19.2 ALL PROJECTS:**

SUBCONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by SUBCONTRACTOR, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of SUBCONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by SUBCONTRACTOR to fully comply with COUNTY Lobbyist

Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

**20. NONDISCRIMINATION AND AFFIRMATIVE ACTION:**

- 20.1 SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 20.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of Exhibit 4 (SUBCONTRACTOR's EEO Certification).
- 20.3 SUBCONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.4 SUBCONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.5 SUBCONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies, will comply with all applicable Federal and State laws and regulations, including, but not limited to:
  - I. Title VII, Civil Rights Act of 1964;
  - ii. Section 504, Rehabilitation Act of 1973;
  - iii. Age Discrimination Act of 1975;
  - iv. Title IX, Education Amendments of 1973, as applicable; and
  - v. Title 43, Part 17, Code of Federal Regulations, Subparts A & B;

and that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity supported by this Agreement.

- 20.6 SUBCONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 when so requested by COUNTY.
- 20.7 If COUNTY finds that any of the provisions of this Paragraph 20 have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that SUBCONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 20.8 The parties agree that in the event SUBCONTRACTOR violates the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

**21. EMPLOYMENT ELIGIBILITY VERIFICATION:**

SUBCONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth by Federal and State statutes and regulations. SUBCONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations as they currently exist and as they may be hereafter amended. SUBCONTRACTOR

shall retain all such documentation for the period prescribed by law. SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR and COUNTY, their officers and employees, from and against any employer sanctions and any other liability which may be assessed against SUBCONTRACTOR, CONTRACTOR or COUNTY in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

**22. SUBCONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:**

SUBCONTRACTOR recognizes that the health facilities maintained by COUNTY provide services essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by SUBCONTRACTOR during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without related danger to SUBCONTRACTORS' employees and suppliers. During any such event in which the health or safety of any SUBCONTRACTOR's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

**23. CAPTIONS AND PARAGRAPH HEADINGS :**

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

**24. WAIVER:**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 24 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**25. GOVERNING LAW, JURISDICTION, AND VENUE:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Without limiting the foregoing, CONTRACTOR and SUBCONTRACTOR intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies thereunder. CONTRACTOR and SUBCONTRACTOR agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

**26. SEVERABILITY:**

If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted herefrom and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**27. AUTHORIZATION WARRANTY:**

SUBCONTRACTOR represents and warrants that the person executing this Agreement for SUBCONTRACTOR is an authorized agent who has actual authority to bind SUBCONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of SUBCONTRACTOR have been fulfilled to provide such actual authority.

**28. NOTICES:**

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties



at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

A. If to CONTRACTOR:

---

With a copy to COUNTY, addressed as follows:

David Cardenas, Project Director  
DHS Bioterrorism Preparedness and Response Program  
Los Angeles County Department of Health Services  
Health Services Administration  
313 North Figueroa Street, Ste. 212  
Los Angeles, California 90012

B. If to SUBCONTRACTOR:

With a copy to COUNTY, addressed as follows:

David Cardenas, Project Director  
DHS Bioterrorism Preparedness and Response Program  
Los Angeles County Department of Health Services  
Health Services Administration  
313 North Figueroa Street, Ste. 212  
Los Angeles, California 90012

**29. TERMINATION FOR IMPROPER CONSIDERATION:**

COUNTY may, by written notice to SUBCONTRACTOR, immediately terminate the right of SUBCONTRACTOR to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by SUBCONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determination with respect to SUBCONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default of CONTRACTOR or SUBCONTRACTOR.

SUBCONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**30. COUNTY'S QUALITY ASSURANCE PLAN:**

COUNTY or its agent will evaluate SUBCONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SUBCONTRACTOR's compliance with all Agreement terms and performance standards. SUBCONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Prime Contract in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY, CONTRACTOR and SUBCONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in the Prime Contract.

**31. SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

SUBCONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting SUBCONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, SUBCONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one year, SUBCONTRACTOR shall submit to COUNTY's District Attorney (hereafter "DA") a completed Principal Owner Information Form (hereafter "POI Form"), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of COUNTY Code, that: (1) the POI Form has been appropriately completed and provided to the DA with respect to SUBCONTRACTOR's Principal Owners; (2) SUBCONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) SUBCONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (hereafter "CSPC Certification"), also incorporated herein by reference. Failure of SUBCONTRACTOR to submit the CSPC Certification (which includes certification that the POI Form has been submitted to the DA) to COUNTY's DA shall represent a material breach of this Agreement upon which CONTRACTOR may immediately suspend or terminate this Agreement.

**32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

Failure of SUBCONTRACTOR to maintain compliance with the requirements set forth in Paragraph 31 (SUBCONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default by SUBCONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which COUNTY's Board of Supervisors may terminate this Agreement pursuant to Paragraph 7 (Termination).

**33. SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:**

SUBCONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. SUBCONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors and subcontractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's or subcontractor's place of business. COUNTY's District Attorney will supply SUBCONTRACTOR with the poster to be used.

**34. CONFIDENTIALITY:**

SUBCONTRACTOR shall maintain the confidentiality of all records and information, including, but not limited to, billings, COUNTY records, and patient records and information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. SUBCONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. With respect to any identifiable records or information concerning any patient that is obtained by SUBCONTRACTOR or any other records or information, SUBCONTRACTOR shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to COUNTY

all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than COUNTY without COUNTY's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to COUNTY or maintain such records and information according to the written procedures sent to SUBCONTRACTOR by COUNTY for this purpose.

**35. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT:**

Should SUBCONTRACTOR require additional or replacement personnel after the effective date of this Agreement, SUBCONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet SUBCONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN participants by job category to SUBCONTRACTOR.

**36. SUBCONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:**

SUBCONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health program funded by the Federal government, directly or indirectly, in whole or in part, and that SUBCONTRACTOR shall notify CONTRACTOR and COUNTY's Director within thirty (30) days in writing of: (1) any event that would require SUBCONTRACTOR or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against SUBCONTRACTOR or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such is in whole or in part.

SUBCONTRACTOR shall indemnify and hold CONTRACTOR and COUNTY harmless against any and all loss or damage CONTRACTOR or COUNTY may suffer arising from any Federal

exclusion of SUBCONTRACTOR or its staff members from such participation in a Federally funded health program.

**37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:**

SUBCONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**38. SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT:**

- A. A responsible subcontractor is a subcontractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the subcontract. It is COUNTY's policy to conduct business only with responsible subcontractors.
- B. Subcontractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if COUNTY acquires information concerning the performance of Subcontractor on this or other contracts which indicates that Subcontractor is not responsible, COUNTY may, in addition to other remedies provided in this Agreement, debar Subcontractor from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Subcontractor may have with COUNTY.
- C. COUNTY may debar Subcontractor if COUNTY's Board of Supervisors finds, in its discretion, that Subcontractor has done any of the following: (1) violated any term of a contract with COUNTY, (2) committed any act or omission which negatively reflects on Subcontractor's quality, fitness or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

- D. If there is evidence that Subcontractor may be subject to debarment, COUNTY will notify Subcontractor in writing of the evidence which is the basis for the proposed debarment and will advise Subcontractor of the scheduled date for a debarment hearing before COUNTY's Contractor Hearing Board.
- E. COUNTY's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Subcontractor and /or Subcontractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, COUNTY's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Subcontractor should be debarred, and, if so, the appropriate length of time of the debarment. If Subcontractor fails to avail itself of the opportunity to submit evidence to COUNTY's Contractor Hearing Board, Subcontractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of COUNTY's Contractor Hearing Boards shall be presented to COUNTY's Board of Supervisors. COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of COUNTY's Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of Subcontractor.

**SUBCONTRACT AGREEMENT TO COUNTY AGREEMENT #**

---

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Agreement to be signed by their duly authorized officers on the day and year first set forth hereinabove.

**CONTRACTOR**

**SUBCONTRACTOR**

---

Name of Contractor

---

Name of Subcontractor

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:



**EXHIBIT 1**  
**STATEMENT OF WORK**

(To be prepared by CONTRACTOR  
and SUBCONTRACTOR)

**EXHIBIT 2**  
**ADDITIONAL TERMS AND CONDITIONS**

(To be prepared by CONTRACTOR  
and SUBCONTRACTOR)

**EXHIBIT 3**  
**SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND**  
**COPYRIGHT ASSIGNMENT AGREEMENT**

(PAGE 1 OF 4)

PROJECT  
NAME \_\_\_\_\_

SUBCONTRACTOR/EMPLOYER NAME  
\_\_\_\_\_

LOS ANGELES COUNTY CONTRACT NUMBER  
\_\_\_\_\_

GENERAL INFORMATION

Your employer referenced above has entered into a Subcontract with the above-referenced Contractor to provide certain services to the County of Los Angeles (hereafter sometimes "County") under the above-referenced County Contract between the above-referenced Contractor and the County. The County requires your signature on this Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Subcontractor is my sole employer for purposes of this employment. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County during the period of this employment. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY

You may be involved with work pertaining to services provided by the County and, if so, you may have access to confidential data, information and materials pertaining to persons and/or entities

receiving services from the County and to persons who are inmates of the County. In addition, you may also have access to confidential data, information and materials which are owned and/or copyrighted by the County, the above-referenced Contractor or other vendors doing business with the County. The County as well as you have a legal obligation to protect all such confidential data, information and materials in its possession, especially data and information concerning health, criminal, inmate and welfare recipient records and proprietary information and materials. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality.

**EXHIBIT 3**  
**SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND**  
**COPYRIGHT ASSIGNMENT AGREEMENT**

(PAGE 2 OF 4)

PROJECT NAME

---

SUBCONTRACTOR/EMPLOYER NAME

---

LOS ANGELES COUNTY CONTRACT NUMBER

---

of such data, information and materials. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data, information or materials obtained while performing work related to the above-referenced County Contract. I agree to forward all requests for the disclosure or release of any data, information or materials received by me to the Contractor's Project Manager for the above-referenced County Contract and to my immediate supervisor.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the above-referenced County Contract. I agree to protect these confidential items against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary data, information and materials of the County, the above-referenced Contractor, or other vendors doing business with the County is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report any and all violations of the above-referenced County Contract or this Agreement by myself and/or by any other person of which I become aware to the Contractor's Project Manager for the above referenced County Contract and to my

immediate supervisor. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the Subcontract, or termination of my employment with my employer, whichever occurs first.

**EXHIBIT 3**  
**SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND**  
**COPYRIGHT ASSIGNMENT AGREEMENT**  
(PAGE 3 OF 4)

PROJECT NAME

---

SUBCONTRACTOR/EMPLOYER NAME

---

LOS ANGELES COUNTY CONTRACT NUMBER

---

COPYRIGHT ASSIGNMENT

I agree that all materials, plans, reports, acceptance tests criteria, acceptance test plans, the Project Control Document, departmental procedures and processes, deliverables, data and information, excluding the System Software (as such terms are defined in the above-referenced County Contract including its related Exhibits and Attachments) developed or acquired by me in whole or in part pursuant to the above-referenced County Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Whenever requested by the County, I agree to promptly execute and deliver to the County all papers, instruments and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this Agreement, including, but not limited to, executing an assignment and transfer of copyright in the form substantially similar to Exhibit 3A, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

**EXHIBIT 3**  
**SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND**  
**COPYRIGHT ASSIGNMENT AGREEMENT**  
(PAGE 4 OF 4)

PROJECT NAME \_\_\_\_\_

SUBCONTRACTOR/EMPLOYER NAME \_\_\_\_\_

LOS ANGELES COUNTY CONTRACT NUMBER \_\_\_\_\_

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Name: \_\_\_\_\_  
(Subcontractor Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Subcontractor Employee's Name)

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Subcontractor Employee



### EXHIBIT 3A - ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual (hereafter "Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California (hereafter "Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, plans, reports, acceptance tests criteria, acceptance test plans, the Project Control Document, departmental procedures and processes, deliverables, data and information, excluding the System Software (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference), developed under the Agreement and the Subcontract described below, including, without limitation, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (hereafter collectively "Works") and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into Los Angeles County Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, and any amendments thereto (collectively "Agreement").

Pursuant to the Agreement, \_\_\_\_\_ and \_\_\_\_\_ have entered into a Subcontract Agreement for \_\_\_\_\_, dated \_\_\_\_\_, and any amendments thereto (collectively "Subcontract").

GRANTOR: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_

(Print)

WORKING TITLE: \_\_\_\_\_

**SCHEDULE A**

(To Be Completed By COUNTY)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned,  
a Notary Public in and for the State of California, personally  
appeared \_\_\_\_\_ personally known to me or  
proved to me on the basis of satisfactory evidence to be the  
individual that executed the within Assignment and Transfer of  
Copyright.

WITNESS my hand and official seal.

---

NOTARY PUBLIC

**EXHIBIT 4**  
**SUBCONTRACTOR'S EEO CERTIFICATION**

\_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Paragraph 4.32.010 of the Code of the County of Los Angeles, the above-referenced Subcontractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

- |    |  |     |    |
|----|--|-----|----|
| 1. | The subcontractor has a written policy statement prohibiting discrimination in all phases of employment.   | YES | NO |
| 2. | The Subcontractor periodically conducts a self analysis or utilization analysis of its work force.   | YES | NO |
| 3. | The Subcontractor has a system for determining if its employment practices are discriminatory against protected groups.  | YES | NO |
| 4. | Where problem areas are identified in employment practices, the Subcontractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | YES | NO |

\_\_\_\_\_  
Name and title of signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EXHIBIT I-A - SUBCONTRACT BETWEEN CONTRACTOR AND \_\_\_\_\_  
CONSULTING INC.:

EXHIBIT I-B - SUBCONTRACT BETWEEN CONTRACTOR AND  
\_\_\_\_\_ COMPANY :

(This page intentionally left blank.)